

CONTRACT BETWEEN
THE TOWN OF WEST HARTFORD
AND
LOCAL 1241
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

2018-2022

Table of Contents

PREAMBLE	3
ARTICLE I - RECOGNITION	3
ARTICLE II – WAGE DEDUCTIONS AND MAINTENANCE OF MEMBERSHIP	3
ARTICLE III – MANAGEMENT RIGHTS.....	4
ARTICLE IV – GRIEVANCE PROCEDURE	5
ARTICLE V - HOLIDAYS	7
ARTICLE VI – VACATION AND PERSONAL DAYS.....	8
ARTICLE VII – SICK LEAVE	10
ARTICLE VIII - INSURANCE.....	12
ARTICLE IX – PENSIONS.....	21
ARTICLE X - WAGES	25
ARTICLE XI – WORKERS’ COMPENSATION AND RESTRICTED WORK DUTY PROGRAM	28
ARTICLE XII – HOURS OF WORK	30
ARTICLE XIII - OVERTIME	30
ARTICLE XIV – FUNERAL LEAVE	32
ARTICLE XV - CLASSIFICATION	32
ARTICLE XVI – TRAINING PROGRAMS.....	37
ARTICLE XVII – EXCHANGE OF DUTY	38
ARTICLE XVIII – FIRE WATCH DUTY	39
ARTICLE XIX – UNION BUSINESS LEAVE	39
ARTICLE XX – LEAVE OF ABSENCE WITHOUT PAY	40
ARTICLE XXI - SENIORITY	40
ARTICLE XXII – UNIFORM ALLOWANCE.....	41
ARTICLE XXIII – SPECIAL ASSIGNMENTS	42
ARTICLE XXIV – BULLETIN BOARDS	45
ARTICLE XXV – EXISTING RULES AND PRACTICES	45
ARTICLE XXVI – COLLEGE INCENTIVE PROGRAM.....	48
ARTICLE XXVII - STAFFING	49
ARTICLE XXVIII – NO STRIKE CLAUSE.....	51
ARTICLE XXIX – FIRE PREVENTION WEEK.....	51
ARTICLE XXX – MEAL ALLOWANCE.....	51

<u>ARTICLE XXXI – NON-DISCRIMINATION.....</u>	<u>51</u>
<u>ARTICLE XXXII – FUNERAL EXPENSES</u>	<u>52</u>
<u>ARTICLE XXXIII – PERSONAL PROPERTY</u>	<u>52</u>
<u>ARTICLE XXXIV – HEALTH & SAFETY</u>	<u>52</u>
<u>ARTICLE XXXV – PARAMEDIC SERVICE</u>	<u>53</u>
<u>ARTICLE XXXVI – MEMORANDA OF UNDERSTANDING</u>	<u>56</u>
<u>ARTICLE XXXVII - DURATION</u>	<u>56</u>

Addendum

- Exhibit A – Family and Medical Leave Act Agreement
- Exhibit B – Drug & Alcohol Testing Policy
- Exhibit C – (i) Health Care Cost Containment Agreement
 - (ii) Health & Prescription Drug Plan (PPO and HDHP)
 - (iii) Dental Plan
- Exhibit D –Workers’ Compensation Payment Examples
- Exhibit E – Fire Prevention Inspector and Fire Captain of Training Provisions
- Exhibit F – Retiree Insurance
- Exhibit G – HAZMAT Medical Exam and Authorization Form
- Exhibit H – MOU’s still in effect

PREAMBLE

This contract is made and entered into by and between the Town of West Hartford, hereinafter referred to as the "Town", and Local 1241, International Association of Firefighters, hereinafter referred to as the "Union". The provisions hereof shall be effective on the date set forth in Article XXXVII Section 2, unless otherwise specified herein or agreed to in writing by the parties. If any part of this agreement is found to be counter to statute or otherwise in violation of the law, only that part of the contract shall be affected and the remainder of the agreement shall be in full force and effect.

ARTICLE I - RECOGNITION

1.1 The Town hereby recognizes the Union as the exclusive representative and bargaining agent for the bargaining unit, consisting of all uniformed and investigatory positions within the West Hartford Fire Department except that of Chief, and Assistant Chief.

ARTICLE II - WAGE DEDUCTIONS AND MAINTENANCE OF MEMBERSHIP

2.1 The Town agrees that, upon written authorization of any employee in the bargaining unit, as defined in Article I, it will make a biweekly deduction from the wages of such employee of an amount authorized by him/her.

2.2 The total amount deducted biweekly in accordance with the provisions of Article II will be remitted by the Town, together with a list of the employees from whose wages such deductions have been made, to such individual and at such address as shall be specified by the Secretary of the Union. Such remittance shall be made biweekly.

2.3 The obligation of the Town for funds actually deducted under this section terminates upon delivery of the deductions so made to the person authorized to receive such payments from the Town. Neither any employee nor the Union shall have any claim against the Town for errors in the processing of deductions unless a claim of error is made in writing to the Finance Director within sixty (60) calendar days after the date such deductions were or should have been made.

2.4 The Town shall provide the Union with one hundred (100) copies of this contract, and shall also provide a copy for each employee hired hereafter.

2.5 Each employee in the bargaining unit who is a member of the Union, shall remain a member of the Union in good standing during the life of this agreement.

2.6 The Union shall hold the Town harmless against any and all claims, demands, liabilities, lawsuits, counsel fees or other costs which may arise out of, or be by reason of, actions taken against the Town as a result of administration of the provisions of this Article.

ARTICLE III – MANAGEMENT RIGHTS

3.1 Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this agreement, the Town has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provision of this agreement, it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Town and direction of the working forces, including, but not limited to the following:

- a.** To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Town.
- b.** To establish or continue policies, practices and procedures for the conduct of the Town business and, from time to time, to change or abolish such policies, practices, or procedures.
- c.** To discontinue processes or operations or to discontinue their performance by employees.
- d.** To select and to determine the number and types of employees required to perform the Town's operations.
- e.** To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Town or the department.
- f.** To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
- g.** To insure that related duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.
- h.** To establish contract or sub-contracts for municipal operations, provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members. All work customarily performed by the employees of the bargaining unit shall be continued to be so performed unless in the sole judgment of the Town it can be done more economically or expeditiously otherwise.
- i.** To create job specifications and to revise existing job specifications as deemed necessary.

These rights, responsibilities and prerogatives are inherent in the Town Council and the Town Manager by virtue of statutory and charter provisions and are not subject to delegation in whole or in part. Such rights may not be subject to review or determination in any grievance or arbitration

proceeding, but the manner of exercise of such rights may be subject to the grievance procedure described in this agreement.

ARTICLE IV – GRIEVANCE PROCEDURE

4.1 No permanent employee shall be removed, discharged, reduced in rank or compensation, suspended without pay or disciplined in any other manner except for just cause. Whenever any employee is so disciplined, the Chief of the Fire Department or his/her designated representative shall present such employee with written reasons for such disciplinary action within five (5) days after such employee is disciplined or notified of his/her discipline whichever comes sooner.

4.2 A grievance shall mean a dispute between the Town and the Union concerning disciplinary action, or concerning the interpretation or application of this contract, or concerning any matter or condition affecting the health or safety of employees, or concerning any claim of unjust discrimination.

4.3 Adjustment of all grievances shall be sought as follows, except that grievances over a suspension, reduction or discharge may at the discretion of the Union be started at Step 3 of this section:

Step 1: The Union shall first notify the immediate supervisor of the aggrieved employee of the nature of the grievance within ten (10) days after the occurrence giving rise to the grievance. No supervisor who is a member of the bargaining unit shall have the power to bind the Town to a decision. If such grievance is not resolved to the satisfaction of the Union within ten (10) days after such notification, then within ten (10) days after original notification to such supervisor, the Union shall submit such grievance in writing to the Chief of the Fire Department, setting forth the nature of the grievance. Within ten (10) days after said Chief receives such grievance, he/she or his/her designated representative shall arrange to and shall meet with representatives of the Union for the purpose of adjusting or resolving such grievance. The Chief or his/her designated representative shall give the Union his/her answer to the grievance in writing within ten (10) days after he/she receives such grievance.

Step 2: If it is not satisfied with the answer of the Chief or his/her designated representative to the grievance, the Union within ten (10) days after it receives such answer, may submit such grievance in writing to the Town Manager. Within ten (10) days after said Town Manager receives such grievance, he/she or his/her designated representative shall arrange to and shall meet with the representatives of the Union for the purpose of adjusting or resolving such grievance. The Town Manager or his/her designated representative shall give the Union his/her answer to the grievance in writing within seventeen (17) days after he/she receives such grievance.

Step 3: If the Union is not satisfied with the decision of the Town Manager or his/her designee or if no decision is rendered within the time limit specified in Step 2, it may within fifteen (15) days after receipt of the decision or after expiration of such time limit submit the grievance to arbitration. Notice of intention to proceed to arbitration must be given to the Town Manager within ten (10) days after receipt of such decision. Arbitration shall be by the State Board

of Mediation and Arbitration, except in the case of grievances involving discharges, which may at the option of the Town or the Union be submitted to the American Arbitration Association. If either party exercises such option, the parties shall share equally the costs of arbitration. If the Town chooses to exercise such option, it must do so within ten (10) working days after receipt of notice of the Union's intention to proceed to arbitration. The arbitrator shall be limited to the express terms of the contract and shall not have the power to modify, amend or delete any of the terms or provisions of the agreement. The decision of the arbitrator shall be final and binding on the parties.

4.4 The time limits provided for in Section 3 of this Article may be extended by agreement of the parties.

4.5 In the event that the applicable time limit imposed under this Article is not extended by agreement of the parties, and the Union fails to process a grievance to the next step within such applicable time limit herein before established, it shall be conclusively presumed that the grievance is properly denied.

4.6 In the event that the applicable time limit imposed under this Article is not extended by agreement of the parties, and the Town or its designated representatives fail to arrange and to meet with the Union representatives on a grievance or to give the Union an answer to such grievance in writing within such applicable time limit, the Union shall be entitled to proceed to the next step of the grievance procedure.

4.7 Nothing contained herein shall prevent any employee from presenting his/her own grievance and representing himself/herself in Steps 1 and 2 of these procedures.

4.8 The word "days" in this article shall be defined as week days exclusive of weekends and holidays.

4.9 New hire Probationary employees shall have the same right to union representation as permanent employees at disciplinary meetings and throughout this grievance process, but new hire probationary employees shall have no contractual right to contest termination of employment during their probationary period.

4.10 Upon request of the affected employee, the Town will seek approval of the State of Connecticut Public Records Administrator for the removal of records of any disciplinary action from all personnel files (and in any event may not be used against the employee) after a period of five (5) years. In addition, upon request of the affected employee, the Town will seek approval of the State of Connecticut Public Records Administrator for the removal of records of any disciplinary action less serious than a suspension from any personnel files (and in any event may not be used against the employee) after a period of one (1) year without further discipline for the same offense.

4.11 Disciplinary hearings and procedures within the department will be confidential and not subject to public comment until the final disposition has been arrived at.

4.12 When employees are given discipline of the level of written reprimand or greater, the union will be given copies of the action taken in a timely fashion. The union's grievance time limit shall run from its receipt.

ARTICLE V - HOLIDAYS

5.1 In lieu of payment for each of the twelve holidays listed below as they occur throughout the year, each employee shall receive with his/her first paycheck in January of each fiscal year a lump sum computed as follows: twelve hours pay at the appropriate rate for the rank and step occupied by the employee on the first day of the fiscal year, multiplied by the number of holidays listed below. In fiscal years when a general increase becomes effective on other than July 1, the lump sum payment shall be increased to reflect the higher rate of payment for holidays which fall after the effective date of the increase. The lump sum shall be decreased to reflect no payment for any holiday during the fiscal year on which an employee is not on the payroll, or is on leave without pay, or is on suspension for just cause. Employees who do not become employed until after January 1 of a fiscal year shall not receive the appropriate lump sum payment until the end of the fiscal year, and those whose employment terminates for any reason prior to the end of the fiscal year shall reimburse the Town for that portion of the lump sum payment representing holidays on which he/she is not an employee, such reimbursement to be by withholding from his/her final paycheck. Any employee who retires after July 1 and prior to January 1 shall be paid a lump-sum amount for the holidays to which he/she is entitled at the time of retirement rather than with the first paycheck in January.

Employees working a forty (40) hour work week shall take holidays as paid time off as they occur throughout the year. No additional lump sum payment shall be provided to compensate for the holidays.

5.2 The following holidays are the official holidays referred to in Section 5.1 above:

New Year's Day	Memorial Day	Veterans Day
Lincoln's Birthday	Independence Day	Thanksgiving Day
Washington's Birthday	Labor Day	Christmas Day
Good Friday	Columbus Day	Martin Luther King's Birthday

5.3 a. Any employee who actually works a shift which begins on a day which is officially declared to be a day of mourning or celebration, and on which other Town employees are granted a day off with full pay, shall be paid an additional twelve hours pay at his/her regular rate. This provision shall not apply to days off necessitated by inclement weather or natural disaster or to days off with pay which may be negotiated with other bargaining units.

b. Any employee who is called in or held over for additional duty because of an emergency which results in the unscheduled closing of the Town Hall, and who is asked to work because the emergency calls for more than the scheduled manpower complement, shall receive one and one-half (1 1/2) times his/her regular rate of pay. This provision shall only apply during a tour which begins on a day on which such emergency results in the closing of the Town Hall.

ARTICLE VI – VACATION AND PERSONAL DAYS

6.1 In each fiscal year, each employee who has or will have completed six (6) months but less than four (4) years of service on June 30 of such fiscal year, shall receive two (2) calendar weeks of vacation leave with pay in such fiscal year. In each fiscal year, each employee who has or will have completed four (4) years but less than fourteen (14) years on June 30 of such fiscal year, shall receive three (3) calendar weeks of vacation leave with pay in such fiscal year. In each fiscal year, each employee who has or will have completed fourteen (14) but less than twenty-four (24) years of service on June 30 of such fiscal year, shall receive four (4) calendar weeks of vacation with pay in such fiscal year. In each fiscal year, each employee who has or will have completed twenty-four (24) or more years of service on June 30 of such fiscal year, shall receive five (5) calendar weeks of vacation leave with pay in such fiscal year.

a. Each week of vacation leave with pay shall equal five (5) work days for employees working a forty (40) hour work week and four (4) work days for employees working a forty-two (42) hour work week. Any or all such weeks may be used as single vacation days.

b. In addition, immediately on completion of the number of full years of service indicated below, the following number of vacation days shall be credited to all classified forty-two hour work week employees as follows:

10 full years - 1 day	20 full years - 1 day
11 full years - 1 day	21 full years - 1 day
12 full years - 2 days	22 full years - 2 days
13 full years - 3 days	23 full years - 3 days

c. In addition, immediately on completion of the number of full years of service indicated below, the following number of vacation days shall be credited to all classified forty hour work week employees as follows:

10 full years - 1 day	20 full years - 1 day
11 full years - 2 days	21 full years - 2 days
12 full years - 3 days	22 full years - 3 days
13 full years - 4 days	23 full years - 4 days

6.2 Any employee working a forty-two (42) hour work week may at his/her discretion carry over into any fiscal year unused vacation leave of up to forty (40) days, and any employee working a forty (40) hour work week may at his/her discretion carry over into any fiscal year unused vacation leave of up to fifty (50) days. Unused vacation leave in excess of the above shall revert to the Town at the end of such fiscal year. However, any employee that is on Worker's Compensation during any part of the last quarter of the fiscal year, shall be able to carry over unused vacation leave in excess of the amounts specified, up to an amount equal to the total number of Worker's Compensation leave days used in the last quarter.

6.3 If an employee terminates before he/she has completed six (6) months of service, he/she will have deducted from his/her last pay, one (1) day of pay for each day of vacation which he/she has taken. If he/she terminates before he/she has completed one (1) year of service, he/she will have deducted one (1) day of pay for each day of vacation he/she has taken in excess of one (1) week. Any other employee who leaves the Town service on or before December 31 of a fiscal year for any reason other than retirement with at least twenty (20) years of service for employees hired on or prior to July 1, 2005, or twenty-five (25) years of service for employees hired after July 1, 2005, or a disability suffered in the line of duty as defined in the Town Pension Plan and Article IX of this agreement, shall repay the Town for any vacation leave taken in excess of a prorated portion of the vacation with which he/she was credited on the first day of the fiscal year, reflecting the portion of that fiscal year which he/she has not yet worked. The preceding sentence shall not apply to vacation leave carried over from a previous year, nor to vacation days credited under Section 6.1b above.

6.4 For the purposes of computing vacation leave, only dismissal or resignation will break continuity of service. Any employee who served as a substitute prior to the effective date of this contract shall have the date of his/her appointment as a substitute considered as the date of his/her original appointment. Leave of absence without pay will defer vacation leave accrual during such leave.

6.5 Employees may take their vacation leave, in accordance with schedules established by the Chief, throughout the entire fiscal year. The Fire Chief may, however, limit the number of employees on vacation weeks at any one time on each group to four (4), and may also limit the number of vacation days at any one time on each group so that the total number of employees on vacation does not exceed six (6), and may further provide that no employee may take more than two (2) consecutive vacation weeks during the months of July and August. In the event there is a conflict concerning the choice of vacations between employees, the Chief shall give preference on the basis of rank and seniority within rank, but his/her decision shall be final. The current vacation policies shall remain in effect, including a limitation of only two (2) officers per group on vacation at any one time during the summer months designated as prime time. During the rest of the calendar year the limit for officers shall be three (3) officers per group on vacation at any one time. The Fire Battalion Chief position shall not be included in the number of officers allowed to be on vacation at one time, but the Chief may limit the number of Fire Battalion Chiefs on vacation at one time to one (1). Also, a limit of three (3) drivers per group on vacation at any given time will be in effect during the entire year. In the event that a vacation week is not filled the Chief may, at his/her discretion, waive the limit for either classification. The scheduling of full vacation weeks shall take precedence over the scheduling of single vacation days.

6.6 Upon request, an employee leaving on vacation may be granted pay for vacation time with ten (10) calendar days' notice.

6.7 Employees who leave the Town service for any reason shall be granted vacation leave that has accrued but has not been used prior to the effective date of such action, subject to the provisions of Section 6.3 above. Vacation leave shall not further accrue during the period of such terminal leave. An employee who is retiring may elect not to use all of his/her vacation prior to retirement, and may instead receive payment for such unused vacation at the rate in effect immediately prior to his/her retirement. Such payment shall be in the nature of severance pay, and shall neither be

included in final average compensation for pension benefit computation nor be subject to employee pension contribution deductions. It is understood it may be necessary for the Town to postpone such payment into the next year in order to accomplish the result specified in the preceding sentence.

6.8 Upon the death of an employee, payment for vacation leave for which he/she is eligible on the date of such death shall be paid to such person or persons entitled by law to receive any other compensation due to the employee.

6.9 No vacation, special leave, personal days or compensatory time shall be authorized on the following tours: Christmas Eve, Christmas Day, Christmas Night, Thanksgiving Day, and Thanksgiving Night. An employee not scheduled to work on the above tours of duty is not prohibited from taking a full vacation week which includes any of the above tours of duty.

6.10 Vacation will be used in one-day minimum increments. Partial vacation days will not be approved. Except, that any personnel whose vacation balance includes a partial vacation day (an increment less than 12 hours), shall have the ability to use this time in increments of 4, 5, or 6 hours, until that partial vacation is exhausted.

If an employee's vacation balance includes a partial day of less than 4 hours, they shall be paid for that time in the last pay period of the year.

6.11 Employees shall be credited annually with three (3) Personal Days on the first day of the fiscal year. Personal Days not used within a fiscal year shall be paid out in the first full paycheck of the next fiscal year. For retirement purposes, unused Personal Days shall be paid in the employee's final payroll check. Personal Days shall adhere to leave restrictions outlined in Section 6.9 above.

6.12 "Day" or "days" within this Article shall adhere to the provisions as outlined in Article XII, Section 12.1.a of this agreement.

ARTICLE VII – SICK LEAVE

7.1 Sick leave shall not be considered as an entitlement which an employee may use at his/her discretion, but shall be allowed only in case of necessity arising from actual sickness or disability of the employee or to meet dental appointments, or to take physical examinations or other sickness prevention measures. Exempting dental appointments, attending physical examinations or for other wellness and prevention measures, use of sick leave for personal illness or injury shall be for an entire 24-hour tour of duty. Use of sick leave for personal illness or injury shall be for an entire 24-hour tour of duty. "Day" or "days" within this Article shall adhere to the provisions as outlined in Article XII, Section 12.1.a of this agreement.

7.2 Sick leave with pay shall accrue to the credit of each employee as follows, to the restrictions listed below:

a. One years' sick leave (15 days) shall be posted to each employee's credit with the first full paycheck in July of each fiscal year. Each employee hired after the start of the fiscal year

shall receive one and one-quarter (1 1/4) days of sick leave for each full calendar month of employment the employee will have completed on June 30th of that fiscal year and shall be made on the first full (10 working days) paycheck after the employee's date of hire. The accrual shall be adjusted down at a rate of one and one-quarter days for each month an employee fails to complete a full month of service. Unused sick leave in excess of 170 working days shall revert back to the Town at the end of each fiscal year (June 30). Any employee who leaves the Town service for any reason shall repay the Town for any sick leave taken in excess of a prorated portion of the days which they were credited for the current fiscal year, reflecting the portion of that fiscal year which they have not yet worked. Sick leave with pay shall accrue to a maximum accrual of one hundred seventy (170) working days.

b. No provision of the agreement is to be construed as preventing the Chief from withholding the use of sick leave for just cause from any employee.

c. Notwithstanding the foregoing provision regarding maximum accrual of paid sick leave, any employee may be granted additional paid sick leave upon joint approval of the Chief and the Town Manager. Consideration of such approval shall take into account personal hardship, the nature of the illness, the employee's service record and length of service, and needs of the Town service.

d. In all cases, sick leave with pay in excess of five (5) consecutive workdays will be granted only when a certificate from a regularly licensed practitioner of medicine or surgery, or both, verifying the need for sick leave, has been submitted to the Chief. However, the Chief may require such a certificate for sick leave of any duration in the following manner.

1. When an employee calls out sick, at the direction of the Chief, the Battalion Chief may ask the employee for a doctor's slip showing his/her need to be off sick leave.
2. No employee will be allowed to obtain a return to work doctor's slip while on duty.
3. At the discretion of the Chief or designee, the employee may be allowed to return to work before obtaining a required doctor's note.

e. Sick leave shall not accrue during any leave of absence without pay.

f. Upon separation from Town service for any reason except death or retirement under the Town Pension Plan, unused accrued sick leave shall revert to the Town. In case of death or retirement under the Town Pension Plan, the employee shall be paid at his/her regular rate for one-half (1/2) of the sick leave accrued to his/her credit up to one hundred twenty (120) working days accrual, i.e., sixty (60) working days payment, plus one-fifth (1/5) of the additional sick leave accrued to his/her credit up to an additional fifty (50) working days accrual, i.e., ten (10) working days payment, but not to exceed the limit specified in Section 7.2(a) above. An employee retiring under the Town Pension Plan may elect instead to be paid at his/her regular rate for all of the sick leave accrued to his/her credit up to the then current maximum allowable accrual, but if he/she so elects, none of such payment shall be included in his/her compensation for purposes of pension computations. For employees hired on or after July 1, 2005, sick leave

buy-out will not be included in the calculation of their average final compensation for the purposes of calculating pension benefits. For employees hired on or after April 1, 2014, sick leave buy-out shall not exceed thirty (30) working days payment.

g. The Town and the Union agree to pursue an early buy-out and investment of sick leave, at an employee's option, similar to a defined contribution pension plan.

7.3 Up to six (6) days of an employee's accumulated sick leave may be used in any year for illness or incapacity in the employee's immediate household in cases where the presence of an employee is essential. An employee may utilize up to ten (10) additional days of accrued sick leave in any fiscal year for the birth, adoption or foster care of a child or the serious health condition of a child, parent or spouse in accordance with FMLA provisions.

7.4 Employees assigned to non-fire suppression positions (positions excluded from minimum staffing provisions of Article XXVII, Section 27.1) shall be permitted to use accumulated sick leave in one (1) hour increments.

ARTICLE VIII - INSURANCE

8.1 Health Insurance

a. On behalf of Town employees and enrolled dependents, the Town will maintain a group health Preferred Provider Organization (PPO) plan in accordance with the following, and referred to as the Town Plan. Unless specifically addressed in this article or the schedule of benefits, as outlined in the attached Exhibit C entitled, "Prescription Drug and Health Plan Provisions", it is the intent not to make any other health benefit changes to covered expenses, benefit limits, or reimbursement levels, except to convert from the indemnity plan to a PPO.

1. For covered services obtained within the PPO, a \$15 co-pay per visit with 100% reimbursement thereafter with no annual maximum coverage; general wellness care benefits payable at 100% with no deductible or co-pay; a \$25 emergency room deductible if not admitted
2. For covered services obtained outside the PPO, 80% co-insurance up to an annual out of pocket maximum of \$1,600 per individual/\$3,200 per individual plus one/\$5,000 per family; 50% co-insurance (up to 30 visits) for mental/nervous, alcohol, or drug abuse outpatient covered services; a \$75 emergency room co-pay if not admitted; a hospital or skilled nursing facility co-pay of \$200 per admission; and for all other covered services a calendar year deductible of \$250 per individual/\$500 per individual plus one/\$750 per family.

b. Effective January 1, 2015, all eligible current and future employees shall be covered by a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA). Non-eligible members will continue to be covered by the PPO at the same premium cost share as the HDHP.

1. In-Network Deductibles shall be \$1500 single, and \$3000 family. Out-of-Network deductibles shall be \$1500/\$3000. Beginning January 1, 2021 In-Network Deductibles shall be \$2000 single, and \$4000 family and Out-of-Network deductibles shall be \$2000/\$4000. For the purpose of satisfying the plan deductible, all claims shall be cross cumulative (i.e., inclusive of In-Network and Out-of-Network). Thereafter, for the purpose of satisfying the Out-of-Network deductible, all claims shall be paid at an eighty percent (80%) Town and twenty percent (20%) employee split. Maximum total out of pocket shall be \$3000/\$6000 through December 31, 2020 and \$4000/\$8000 beginning January 1, 2021. Prescription drug coverage shall be included in all deductible calculations.
2. a.) Town shall fund 75% of the annual deductible effective 1/1/2015;
Town shall fund 65% of the annual deductible effective 1/1/2016;
Town shall fund 50% of the annual deductible effective 1/1/2017.

The Town shall contribute 100% of the Town's portion of the annual deductible for new hires in their initial year of employment regardless of when the employee becomes eligible.

b.) If at any time during the calendar year, an employee's enrollment should change from single to family, due to a life event (marriage, domestic partnership, birth, adoption, or foster care), the Town shall contribute the prorated difference to the employee's HSA. For calculation purposes, any majority portion of a month shall constitute a full month.

3. The Town shall pay set-up, maintenance, and any other transaction or administrative fees associated with the plan, including monthly banking fees associated with the HSA.

c. For employees on the payroll prior to April 1, 2014, the premium cost share shall reflect a percentage of base pay. Each employee shall pay 1.75% of their bi-weekly base wage, not to exceed twenty (20%) percent of the family self-insured equivalent rate, not to include the 2% administrative fee. Employees hired on or after April 1, 2014 shall pay a premium cost share of the self-insured equivalent rate based upon single, single plus one, or family coverage, increasing annually as follows:

- 4/1/14 12%
- 1/1/15 13%
- 1/1/16 14%
- 1/1/17 15%

All such premium cost share payments shall be applied toward the PPO until January 1, 2015 and toward the HDHP thereafter, or toward the PPO if the employee is precluded from eligibility for the HDHP.

d. After initial enrollment into either the PPO or HDHP, an employee may modify enrollment only during the annual enrollment period, except for changes in family status by birth, death, adoption, marriage, civil union, or involuntary loss of coverage due to extenuating circumstances which shall be made in writing by the employee within thirty-one (31) days of the event.

e. Upon the death of an active employee, medical benefits shall continue for a period of 60 months, to the surviving spouse and eligible dependents of the employee at the time of his/her death in the same manner as if the deceased had remained an active employee, with the exception that any contributions to premiums shall not be required. Any surviving spouse and/or eligible dependents are permitted to continue, after this initial sixty (60) month period, to participate in the same group health plan that current employees receive.

In the case of a death not in the line of duty, the cost of such coverage after the initial sixty (60) month period shall be borne entirely by the spouse and/or dependents. The spouse shall remain eligible until death, remarriage, or employed in any capacity that offers health benefits of any kind. The spouse may continue for a time equal to the years of service with the Town that the employee had at the time of death, such time including the initial sixty (60) months, and with a minimum of five (5) years.

In the case of a death in the line of duty medical benefits shall continue to be provided to the surviving spouse and eligible dependents of the employee at the time of his/her death in the same manner as if the deceased had remained an active employee, with the exception that any contributions to premiums shall not be required. The surviving spouse shall remain eligible for coverage until death or remarriage, with no time limit. Dependents shall remain eligible for coverage until age 26. Line of Duty Death eligibility shall be based on the submission to, and approval of applicable benefits under the Public Safety Officers Benefits Program (PSOB).

No additional dependents may be added after the employee's death, excepting pregnancy that occurred prior to the employee's death. Benefits for a surviving spouse age 65 or over will be coordinated with Medicare in the same manner as with a retired employee. Such continuation of medical benefits is intended to satisfy the requirements of COBRA.

f. The Town shall provide a Tax Savings Plan within the meaning of Section 125 of the Internal Revenue Code of 1996, as amended, and the income designated by the employee in compliance with such plan shall be excludable from the employee's taxable income as provided by law.

g. The parties agree that the Town Health Plan constitutes a self-funded non-federal governmental plan and the parties agree that it be exempted from all of the Health Insurance Portability and Accountability Act (HIPAA) requirements, except certification of creditable coverage.

8.2. Prescription Drug Program

a. The Town will maintain a prescription drug program, on behalf of Town employees, in accordance with the following:

1. co-pay of \$3-generic; \$15 brand
2. network of providers;
3. no maximum annual benefit;
4. co-pay of \$7 for sole source drugs;
5. out-of-network benefits shall be provided with a 20% employee co-pay with a minimum of \$3 for generic drugs, \$7 for sole source, and \$15 for brand drugs and no mail order.
6. mail order co-pays of \$3 for generic; \$4 for single source; and \$7 for brand name drugs.
7. Prescription drug contraceptive methods approved by the Federal Food and Drug Administration (FDA) in accordance with State statute will be covered under the Prescription Drug Program, at the same co-pay as any other drug.

b. The prescription drug program shall only be available to employees enrolled in the PPO. The HDHP covers prescription drugs as part of its overall medical expense coverage.

8.3. Retiree Health and Prescription Drug Plan

- a.
 1. For employees who are hired prior to April 1, 1986, the terms "retired employee" and "retiree" shall be limited to those who are eligible to receive, and who actually do receive, either a normal (unreduced) or early (reduced) retirement benefit under the Town pension plan immediately upon separation from Town service.
 2. If such an employee retires with a normal (unreduced) pension benefit immediately upon separation from Town service, the Town will provide and pay for the membership of each individual retired employee and his/her enrolled dependents (subject to Section C and H below) in the same Health and Prescription Drug Programs which he/she enjoyed immediately prior to his/her retirement.
 3. If such an employee retires with less than twenty (20) but not less than fifteen (15) years of credited service, the Town's contribution toward the cost of health insurance shall be limited to the fully insured rate in effect on the July 1 after the employee's retirement, or seventy-five percent (75%) of the current fully insured rate, whichever is greater. If such an employee retires with less than fifteen (15) years of credited service but not less than ten (10) years of credited service, the Town's contribution toward the cost of health insurance shall be limited to the fully insured rate

in effect on the July 1st after his/her retirement or 50% of the current fully insured rate, whichever is greater.

4. Except as set forth in Section 8.3.a.5 below, the terms "retired employee" and "retiree" do not include employees who leave with less than ten (10) years of credited service. If a retiree's status changes (i.e. individual, spouse, family) the Town's contribution limit shall be recomputed as if the change had occurred prior to retirement.
 5. Notwithstanding any other provision of Section 8.3, for retirements effective on or after July 1, 1987, the Town shall provide and pay the full cost, for employees who retire because of an on-the-job disability as defined under Section 30-53 (E) of the Town Pension Plan, for the same Health and Prescription Drug Programs which apply to an employee who receives a normal (unreduced) pension. However, an employee who retires because of any other disability shall not be eligible for such medical insurance programs unless he/she meets the requirements of Section 8.3(a) or Section 8.3(b), whichever is applicable.
- b.
1. For employees hired on or after April 1, 1986, the term "retired employee" and "retiree" shall be limited to those who are eligible to receive, and who actually do receive, a normal (unreduced) retirement benefit from the Town pension plan immediately upon separation from Town service. If such an employee retires with less than fifteen (15) years of credited service with the Town but not less than ten (10) years of credited service with the Town, and has other Health Insurance available to them, that Health Insurance will be Primary and the Town plan will be secondary. Health Insurance resulting from a military retirement will be exempted and the Town plan will be primary. (Exhibit F)
 2. For employees hired on or after January 1, 2001, the terms "retired employee" and "retiree" shall be limited to employees who are eligible to receive, and who actually do receive, a normal (20 years of service) retirement benefit from the Town pension plan immediately upon separation from Town service.
 3. An employee who retires prior to meeting the above service requirements, but who receives a normal, unreduced retirement allowance pursuant to Section 9.2.f, shall not be eligible for retiree health insurance under Section 8.3.
- c. The retired employee and their spouse, if any, shall be eligible for coverage during the employee's retirement until the employee is deceased (in accordance with Section 8.3(f) of this Article) or no longer desires coverage. Only those eligible dependents of record at the time the employee retires shall receive retiree health insurance benefits in accordance with provisions of the health plan, except that a retiree may add a spouse subsequent to retirement.

d. Subject to the limitations set forth in Sections 8.3 (a), (b), and (c) above, the Town will provide and pay for the membership of each individual retired employee and enrolled dependents in the same Health and Prescription Drug Programs which they enjoyed immediately prior to their retirement until the retiree reaches Medicare eligibility. The Town shall contribute fifty (50%) percent of the HDHP deductible amounts annually to retirees HSA in the same manner that is done for active employees. HDHP deductible amounts shall be frozen at the rate in place at the time of an employee's retirement.

1. At Medicare eligibility, the following changes shall occur. Retired employees and covered dependents who are enrolled in the HDHP will thereafter be enrolled in the same PPO and prescription drug plan as was available and in effect on the date of the employee's retirement. In addition, Medicare will become the primary insurer with the Town paying the balance in accordance with the plan benefits.
2. It is assumed that the retired employee is covered by Medicare - Part A and Part B. The retired employee is automatically covered by Part A if they are eligible for Social Security, and will not be required to purchase Part A coverage if they are not eligible. Enrollment in Part B and payment of the premium is the retired employee's responsibility. Whether enrolled or not, the Town Plan will only pay for the amount normally payable under the Town Plan minus the amount payable under Medicare Part A and Part B for the same expenses, unless the retiree provides documentation to the Town that they are not eligible and do not have Part A coverage, in which case the Town will cover Part A expenses.

- e.
 1. The eligible dependents of retirees, whose retirement date and death was on or after July 1, 1982 and prior to July 15, 2002, are permitted to continue to participate in the Town's group health plan. The Town will administer such participation, provided the entire cost of the coverage is borne by such dependents.
 2. For those retired employees whose retirement date was on or after July 15, 2002 and had medical benefits upon their retirement, upon death of the retiree, medical benefits shall continue, for a period of twelve (12) months, to the surviving spouse and eligible dependents in the same manner as if the deceased had remained an active employee, with the exception that any contributions to premiums shall not be required during this twelve (12) month period, and benefits for a surviving spouse age 65 or over will be coordinated with Medicare in the same manner as with a retired employee. This twelve (12) month continuation of medical benefits is intended to be applied to meeting the requirements of COBRA. Any eligible dependents are permitted to continue, after this twelve (12) month period, to participate in the Town's group health plan provided the entire cost of the coverage is borne by such dependents.

f. Retirees who contribute to the cost of their insurance benefits shall do so by authorizing appropriate deduction from their monthly pension benefits. Coverage of retirees and dependents for whom the required contributions are not made shall be terminated and may not thereafter be reinstated.

- g.
1. Active employees hired prior to July 1, 2005, shall pay 1% of their bi-weekly base wage toward the cost of their retirement health benefits, except no contributions toward retirement health benefits shall be required from any employee who will not be eligible for retirement health benefits (i.e., employees hired after age 45).
 2. Employees hired after July 1, 2005, but before April 1, 2014, shall pay 1% of their bi-weekly base wage toward the cost of their retirement health benefits and an additional .65% of their bi-weekly base wage toward the cost of their retirement dependent health benefits, except no contributions toward retirement health benefits and retirement dependent health benefits shall be required from any employee who will not be eligible for retirement health benefits (i.e., employees hired after age 40).
 3. Employees hired after April 1, 2014, shall pay twenty-five percent (25%) of the self-insured equivalent rate for retiree and retiree dependent healthcare in retirement. Said employees shall not make a contribution to retiree and retiree dependent healthcare during active employment.

h. Employees who die, retire, or who terminate employment with the Town either voluntarily, or involuntarily, without being eligible for retirement health benefits provided by the Town of West Hartford, shall have all of their contributions toward retirement health benefits as specified in 8.3.g.1 above, and if hired after July 1, 2005, all of their contributions toward retirement health benefits and retirement dependent health benefits as specified in 8.3.g.2 above, including all accumulated interest at 2% annually, returned to them or to their legal beneficiary at the time of their termination or death.

i. Employees who retire, without having dependents eligible for retirement health benefits, may elect to have all of their contributions toward retirement dependent health benefits, including all accumulated interest at 2% annually, returned to them or to their legal beneficiary at the time of their retirement. Retirees, who elect to have their retiree dependent health benefit contributions returned, shall not be able to add dependents to the retiree health plan during their retirement. Retirees who die without ever having dependents covered under the retiree health plan and who did not elect the return of retiree dependent health contributions, shall have their retirement dependent health benefit contributions returned to their beneficiary with interest at 2% annually.

8.4 Life Insurance

The Town will participate in a group life insurance plan which provides each employee with coverage equal to their annual base rate of pay (rounded to the nearest \$1000). Such insurance

shall not exceed the IRS cap for non-taxable employee life insurance benefits (which is currently \$50,000). The Plan will pay double indemnity in the case of death in the line of duty. Each employee who retires will have their group life insurance automatically reduced to fifty percent (50%) of the amount of life insurance in force immediately prior to retirement. Subject to the limitations set forth in Sections 8.3(a) and 8.3(b), the cost of such reduced insurance for past and future retirees shall be paid by the Town, but the balance of the employee's group life insurance may be converted and paid for by the retired employee, in accordance with the terms of the group life insurance plan.

8.5 Carriers and Cost Containment

a. The Town may at any time and from time to time change the carriers for any of the foregoing insurance, providing that the benefits shall be the equivalent or better than those provided in the above-referenced coverage's as of July 15, 2002. The Town may also elect to implement a health insurance cost containment program which complies with the guidelines set forth in the memorandum of understanding executed in conjunction with this agreement (Exhibit C).

b. The size and scope of a preferred provider network of physicians, hospitals, dentists, optometrists, and pharmacists, etc., shall not be a factor in determining the duplication of benefits by an insurance carrier or third party administrator. It is agreed that an alternative preferred provider network can be selected by the Town provided that the new preferred provider network includes seventy-five percent (75%) of the overall number of hospitals and physicians, or in the case of the prescription drug plan, the pharmacy network, in Hartford County of the original preferred provider network ({Healthnet or HMC PPO, whichever is larger at the time of change} or Caremark network) of hospitals and physicians at the time of the proposed change. The town retains the sole and exclusive right to select and/or change insurance carriers, third party administrators, or preferred provider networks. The Town agrees to review any proposed changes with the Union prior to implementation, and if there is disagreement on the level of benefits, coverage's, or services provided with the proposed insurance carrier and/or preferred provider network, the Union may demand collective bargaining up to and including the issue to binding arbitration.

In addition, if either Hartford Hospital or St. Francis Hospital are dropped from the network or are not in any network, the parties agree to negotiate the impact, if any, to either party, of such action. Services provided by either hospital will be covered in accordance with the in-network benefit schedule until the issue is settled. It is agreed that after sixty (60) days of a request to negotiate the impact of either or both hospitals not being in the network, either party may give notice of intention to proceed to arbitration. Arbitration shall be by the American Arbitration Association and the parties shall equally share the cost of Arbitration.

8.6 Dental Insurance Coverage

The Town will maintain a dental program, on behalf of Town employees, in accordance with the following:

a. \$50 single/\$100 individual+ one (\$50 per individual not to exceed \$100)/\$150 family deductible (\$50 per individual not to exceed \$150). Waved for preventative services.

b. \$1,500 maximum/per person/per calendar year

c. network of providers

d. 100% coverage for preventive services. 80% coverage for basic services after deductible. Benefits shall be as defined in Delta Group Contract #4121, in effect November 1, 2000.

e. Out of network benefits shall be provided by employee paying the bill then submitting to carrier for reimbursement. Reimbursement will assume total charges at 80% of reasonable and customary and then applying the plan provisions for deductibles and reimbursement levels.

f. Employees shall contribute .25% of their biweekly base wage toward the cost of the premium for this benefit.

8.7 Domestic Partner Health Insurance

It is agreed between the parties that the current Town health plan for this bargaining unit will be amended to allow eligible employees to extend the group benefits coverage to domestic partners. Dependents of the domestic partner are not eligible for medical benefits coverage except as they qualify as a dependent of the employee. The plan will define a "domestic partner" as an individual who is (1) living in an exclusive committed relationship with the employee for at least three (3) years prior to the commencement of the coverage; (2) jointly financially responsible with the eligible employee for their common welfare and living expenses; (3) neither married to anyone else, legally separated from anyone else, nor the domestic partner of anyone else; (4) not related by blood; (5) over the age of eighteen (18); and (6) are living together in the same residence and intend to do so indefinitely. The Town shall have the sole and absolute discretion with regards to accepting a domestic partner as a covered participant in the Town Health and Prescription Drug Plans.

Required evidence for domestic partner participation may include:

- Joint checking and savings accounts; and
- Either joint ownership of home(s) or a jointly signed lease; and
- A will designating the partner as beneficiary; and
- Designated primary beneficiary on life insurance policies; and
- Evidence of joint responsibility for vehicles, other personal property, or debts

Any change in the status of the aforementioned eligibility evidence from the time of acceptance shall make the domestic partner ineligible for Plan participation.

It is understood that the taxability of benefits provided shall be in accordance with IRS regulations and it is further understood that medical expenses or premiums paid by an employer for a domestic partner will be included in the gross income of an employee as compensation for services. This shall not be used for any other purpose and specifically shall be excluded from determination of pension benefits.

It is understood that the employee shall sign an affidavit attesting to his/her eligibility to enroll his/her domestic partner. This affidavit shall also bind the employee to accepting the taxability of such domestic partner benefits as determined by the IRS.

It is understood that if, for any reason, this relationship is not continued, or the employee is no longer eligible to receive a Plan benefit, the domestic partner shall not have any rights to continue health coverage under COBRA or any other means. The employee shall notify the Employee Services department as to any changes in domestic partner status within thirty (30) days of such change.

ARTICLE IX – PENSIONS

9.1 The Town of West Hartford shall cover all employees holding uniformed and investigatory positions within the Fire Department under the Town of West Hartford Pension Plan, and the coverage for such employees and retired employees shall be transferred from the Connecticut Municipal Employees Retirement Fund B and the Policemen and Firemen Survivors' Benefit Fund to the Town of West Hartford Pension Plan. The Town and such employees shall participate in said Pension Plan and the Town and such employees shall contribute to the Pension Plan in accordance with the provisions of said Pension Plan.

a. Part C of the Pension Ordinance shall provide that each employee of the bargaining unit included in Part C of the Pension Plan shall contribute seven percent (7%) of their total compensation toward the cost of their pension benefit.

Plus, one percent (1%) of their base wages, toward the cost of their survivorship pension benefit.

b. Contributions to the Town of West Hartford Employee Pension Plan will be tax deferred under Section 414(h) of the Internal Revenue Code of 1986, as amended and excludable from the employee's taxable income as provided by law.

c. For bargaining unit employees who are Part C members of the Pension Plan, the Pension Ordinance shall be modified to reflect the following: Any member who is hired by the Town after July 1, 2005 and shall have reached age 50 and have completed 25 years of credited service, shall be eligible for retirement from active service and a normal unreduced retirement allowance.

9.2 a. Unless otherwise specifically provided herein, the benefits shall be those provided in Part C of the Town's Pension Ordinance, as adopted on July 1, 1974, as amended thereafter pursuant to collective bargaining agreements between the parties.

b. The Pension Ordinance shall provide a retirement benefit of two and one-half percent (2 1/2%) of average final compensation multiplied by all years of credited service for employees hired prior to April 1, 2014.

c. No retirement allowance paid to any member under this plan shall exceed ninety-five percent (95.0%) of the member's final base salary. For the purposes of this Section *only*, final base salary shall be as defined as the biweekly rate of pay at the time of retirement, as listed in Article X of the union contract, multiplied by 26.089 plus educational incentive pay (if any) and holiday pay. Base salary excludes any overtime, lump sum sick or vacation time paid, perfect attendance days paid, or any other earned compensation.

d. For all employees hired after July 1, 2005, no retirement allowance paid to any member under this plan shall exceed eighty five percent (85%) of the member's final base salary. For the purposes of this Section *only*, final base salary shall be as defined as the biweekly rate of pay at the time of retirement, as listed in Article X of the union contract, multiplied by 26.089. Base salary excludes any overtime, lump sum sick or vacation time paid, holiday pay, perfect attendance days paid, educational incentive pay, or any other earned compensation.

e. The Town shall provide a retirement benefit of eighty percent (80%) of "average final compensation" for thirty (30) years or more of credited service with the Town.

f. The Town shall provide a normal, unreduced retirement allowance for employees who retire upon attaining the age of 65, based on their years of credited service, with no minimum service requirement. This provision shall not affect the eligibility requirements for retiree health insurance.

g. Notwithstanding any other provision of this Article, the retirement benefits for employees hired on or after April 1, 2014 shall be as follows, and the Pension Ordinance shall be amended to reflect these terms.

1. The contribution percentages specified in Section 9.1 shall be applied to the employee's base wages plus holiday pay rather than their total compensation.
2. The multiplier specified in Section 9.2b shall be two percent (2%) rather than two and one-half percent (2½%), and shall be applied to the employee's final compensation, defined as the highest biweekly rate of base pay multiplied by 26.089 plus the highest holiday pay attained by the employee, rather than the employee's average final compensation.
3. For thirty (30) or more years of credited service, the Town shall provide a retirement benefit of sixty-five percent (65%) of the employee's final compensation, as defined in sub-section 2 above, rather than the benefit specified in Section 9.2e.

4. In all other respects, the retirement benefits for employees hired on or after April 1, 2014 shall be the same as the retirement benefits for employees hired after July 1, 2005.

9.3 The provisions of this Article are negotiated pursuant to the Municipal Employee Relations Act, and no amendment to the Town Pension Plan shall become effective with respect to the employees in this bargaining unit during the term of this agreement without the consent of the Union. The provisions of this Article and the Pension Plan itself are subject to the grievance procedure. Additionally, Pension matters are a mandatory subject of bargaining and any change in said benefit must be negotiated.

9.4 Notwithstanding the provisions of Article I of this Contract, for the purposes of this Article and this Article only, all employees holding uniformed and investigatory positions within the West Hartford Fire Department, including that of Fire Battalion Chief, Fire Captain, Fire Captain Training/Communication Officer, Fire Lieutenant, Fire Specialist Mechanic, Fire Prevention Lieutenant, Fire Prevention Inspector, Apparatus Operator, and Firefighter, are members of this bargaining unit, and are covered by this collective bargaining agreement.

9.5 Section 30-53E of the Town of West Hartford Pension Plan shall be amended by adding to it the following: "A Part C or Part D member shall be eligible for retirement irrespective of the duration of this employment if he/she is totally and permanently disabled from engaging in any gainful employment in the service of the municipality, and if such disability arises out of and in the course of his/her employment by the Town as defined under the Worker's Compensation Act."

9.6 For the purposes of interpretation and application of Section 30-53E of the Pension Plan, it is understood that:

a. An employee is totally and permanently disabled from engaging in any substantial gainful employment in the service of the municipality if, after reaching the point of maximum recovery from his/her illness or injury, he/she is neither reinstated to his/her former position nor offered alternate employment by the appointing authority at an annual rate of straight time compensation at least equal to 75% of his/her annual rate of straight time compensation in his/her former position.

b. So long as such employee remains in such alternate employment, he/she shall remain a member of Part C or Part D of the Pension Plan for all purposes, including the computation of employee and Town contributions, retirement eligibility date, and pension benefit computation, as if he/she had remained in his/her former position and had received the salary increases uniformly applicable to his/her former position.

c. If such employee rejects such alternate employment, or having accepted such alternate employment later voluntarily resigns, he/she shall have no further right to employment by the Town, and shall not be eligible for a disability pension, but shall be eligible for any other benefits for which he/she may qualify under the Pension Plan. If such employee accepts such alternate employment but is later terminated for cause, he/she shall be eligible for a disability pension from the date of his/her termination, but computed as of the date his/her alternate

employment began. If he/she attempts such alternate employment and is later terminated for any other reason, including elimination of his/her position, he/she shall be entitled to a disability pension from the date of his/her termination, computed as of the date his/her alternate employment ended.

9.7 a. If an employee's retirement date is December 31 or before, they will be given the opportunity to either have their biweekly pay issued in accordance with the regular Town payroll or have a supplemental check issued for the days of employment through their retirement date that are not covered in the last regular pay period in December. Such supplemental check would be issued in December and be reflected on the employee's W-2 form for the calendar year.

b. All holidays from July 1 to December 31 will be included as a part of the pension calculations provided the holidays are paid prior to the end of the calendar year in which the employee retires and included on the employee's W-2 form for the calendar year.

9.8 a. For employees hired prior to July 1, 2005, the Town shall match each calendar year up to the first \$1250 contribution by the employee toward a Town sponsored Deferred Compensation Plan.

b. The Town shall include the IAFF Financial Corporation 457 Deferred Compensation plan as an option to all employees covered by this contract. All employees shall be entitled to transfer 457 plan assets to the plan of choice without penalty/charges imposed by the Town. Further, there will be no charges for any reason to the Town by the administrator or any other entity.

9.9 Employees may only buy back years of service from other eligible entities during their first year of service with the Town or during their last year of service with the Town.

9.10 Upon the death of an active or terminated employee who was hired prior to July 1, 2005 who has ten (10) or more years of credited service, a spouse's annuity shall be payable to the spouse of such active or terminated employee, as if the active or terminated employee had retired on the date of his/her death. For employees hired on or after July 1, 2005 the current Ordinance language will apply.

9.11 Section 30-53(I) of the Town Pension Ordinance shall be amended to keep dependent children eligible for survivorship benefits through age eighteen (18) or through age twenty two (22) if attending college as a full time student.

9.12 Employees hired after July 1, 2005 shall receive an annual 2.0% cost of living increase as follows:

- Cost of living increases shall become payable each year on July 1, except that the first increase shall be credited not less than two years from the employee's retirement date.
- Cost of living increases shall continue to be provided annually until neither the retiree nor his/her spouse is eligible for pension payments.
- The cost of living benefit shall include all previous year's cost of living adjustments, so that there will be a compounding effect.

- Cost of living increases shall be calculated without regard to or inclusion of any portion of the retirement allowance which is payable to the member as a result of a retirement incentive.
- The Cost of living increase provision shall not apply to employees who terminate with a deferred vested benefit.

ARTICLE X - WAGES

10.1 The biweekly rates of compensation and the approximate annual equivalent rates of compensation for employees in the unit shall be as set forth in the following schedule. The biweekly rates shown are subject, for budget and payroll purposes, to conversion to daily or hourly rates as required. Shown below are the biweekly rates of compensation effective July 1, 2018, July 1, 2019, July 1, 2020 and July 1, 2021.

Firefighter/Paramedic

	START	1 YOS	2 YOS	3 YOS	4 YOS	5 YOS
7/1/2017	\$64,350	\$67,782	\$71,422	\$74,100	\$77,454	\$81,068
	\$2,475	\$2,607	\$2,747	\$2,850	\$2,979	\$3,118
7/1/2018	\$65,806	\$69,316	\$73,034	\$75,764	\$79,196	\$82,888
2.25%	\$2,531	\$2,666	\$2,809	\$2,914	\$3,046	\$3,188
7/1/2019	\$67,288	\$70,876	\$74,672	\$77,480	\$80,990	\$84,760
2.25%	\$2,588	\$2,726	\$2,872	\$2,980	\$3,115	\$3,260
7/1/2020	\$68,796	\$72,462	\$76,362	\$79,222	\$82,810	\$86,658
2.25%	\$2,646	\$2,787	\$2,937	\$3,047	\$3,185	\$3,333
7/1/2021	\$70,356	\$74,100	\$78,078	\$81,016	\$84,682	\$88,608
2.25%	\$2,706	\$2,850	\$3,003	\$3,116	\$3,257	\$3,408

Apparatus Operator, Fire Inspector, Fire Mechanic Specialist

	START	1 YOS
7/1/2017	\$85,072	\$89,388
	\$3,272	\$3,438
7/1/2018	\$86,996	\$91,390
2.25%	\$3,346	\$3,515
7/1/2019	\$88,946	\$93,444
2.25%	\$3,421	\$3,594
7/1/2020	\$90,948	\$95,550
2.25%	\$3,498	\$3,675
7/1/2021	\$93,002	\$97,708
2.25%	\$3,577	\$3,758

Fire Lieutenant,

	START	1 YOS	18 MOS
7/1/2017	\$91,000	\$94,588	\$96,512
	\$3,500	\$3,638	\$3,712
7/1/2018	\$93,054	\$96,720	\$98,696
2.25%	\$3,579	\$3,720	\$3,796
7/1/2019	\$95,160	\$98,904	\$100,906
2.25%	\$3,660	\$3,804	\$3,881
7/1/2020	\$97,292	\$101,140	\$103,168
2.25%	\$3,742	\$3,890	\$3,968
7/1/2021	\$99,476	\$103,428	\$105,482
2.25%	\$3,826	\$3,978	\$4,057

Fire Prevention Lieutenant

	START	1 YOS	18 MOS
7/1/2017	\$94,978	\$98,358	\$100,360
	\$3,653	\$3,783	\$3,860
7/1/2018	\$97,110	\$100,568	\$102,622
2.25%	\$3,735	\$3,868	\$3,947
7/1/2019	\$99,294	\$102,830	\$104,936
2.25%	\$3,819	\$3,955	\$4,036
7/1/2020	\$101,530	\$105,144	\$107,302
2.25%	\$3,905	\$4,044	\$4,127
7/1/2021	\$103,818	\$107,510	\$109,720
2.25%	\$3,993	\$4,135	\$4,220

Fire Captain, Fire Captain Training, Communication Officer

	START	1 YOS	18 MOS
7/1/2017	\$98,566	\$102,830	\$105,456
	\$3,791	\$3,955	\$4,056
7/1/2018	\$100,776	\$105,144	\$107,822
2.25%	\$3,876	\$4,044	\$4,147
7/1/2019	\$103,038	\$107,510	\$110,240
2.25%	\$3,963	\$4,135	\$4,240
7/1/2020	\$105,352	\$109,928	\$112,710
2.25%	\$4,052	\$4,228	\$4,335
7/1/2021	\$107,718	\$112,398	\$115,258
2.25%	\$4,143	\$4,323	\$4,433

Fire Battalion Chief

	START	1 YOS	18 MOS
7/1/2017	\$106,366	\$111,462	\$113,386
	\$4,091	\$4,287	\$4,361
7/1/2018	\$108,758	\$113,958	\$115,934
2.25%	\$4,183	\$4,383	\$4,459
7/1/2019	\$111,202	\$116,532	\$118,534
2.25%	\$4,277	\$4,482	\$4,559
7/1/2020	\$113,698	\$119,158	\$121,212
2.25%	\$4,373	\$4,583	\$4,662
7/1/2021	\$116,246	\$121,836	\$123,942
2.25%	\$4,471	\$4,686	\$4,767

10.2 Each employee who is hired or promoted on or after any of the effective dates of the salary schedules above shall be paid at initial step of his/her salary range on the appropriate schedule. Each employee who is hired or promoted prior to any of such effective dates shall be paid at the same step in his/her salary range on the new schedule as he/she was paid at on the old schedule immediately prior to such effective date. In addition, each employee shall be eligible to advance to the next step in his/her salary range at the start of the next full pay period after he/she has completed the required period of service as set forth in the above pay schedule.

10.3 Advancement in salary within a pay range shall be in recognition of meritorious service and shall be given only upon certification by a department head that the employee has maintained a high level of performance throughout his/her service at the step from which he/she is being advanced. Advancement of more than one step within a pay range or more often than once per year may be recommended for exceptional performance but shall be given only with the approval of the Town Manager.

10.4 Licensed paramedics with assigned Paramedic responsibilities under medical control shall be paid a stipend in each pay period according to the following schedule:

Completed Service as a Paramedic

Annual Stipend

Upon receipt of medical control to one year:	1% of top-step Firefighter annual base wage
One year:	2% of top-step Firefighter annual base wage
Two years:	3% of top-step Firefighter annual base wage
Three years and each year thereafter:	An additional 0.5% of top-step Firefighter annual base wage to a maximum of 12%

Stipend increases shall be effective in the first full pay period after he/she has completed the required years of service (anniversary of hire date).

ARTICLE XI – WORKERS’ COMPENSATION AND RESTRICTED WORK DUTY PROGRAM

11.1 a. The Town shall provide adequate workers' compensation benefits and shall supplement the weekly workers' compensation payments so that the employee will receive full pay during his/her absence, provided that the Town may require a certificate of continued disability from a mutually agreed upon, independent physician familiar with the type of disability in question as a condition of receiving continued supplementary payments after one (1) year from the date on which the compensable injury or injuries were sustained. If the Physician determines that the injury is still compensable, the Town shall continue the supplementary payments.

b. The supplement referred to in Section 11.1 (a) above shall be calculated so that the net take-home amount the employee receives while on Workers' Compensation leave shall not be more than they would have otherwise received as base pay if they were not on Workers' Compensation leave. See attached examples in Exhibit D.

11.2 Should an employee recover from a third party damages for an illness or injury, including death, compensable pursuant to CGS Chapter 568, the employee agrees to reimburse the Town for the supplemental wage payments paid to them up to the limit of such recovery, in the same manner that Workers' Compensation payments are reimbursed under applicable law.

11.3 Effective July 1, 2016, there shall be a Restricted Duty Work Program within the West Hartford Fire Department to accommodate the temporary, partial physical disabilities of department personnel, arising from both work-related and non-work related illnesses, injuries or medical conditions if work that meets the employee's medical restriction is available.

a. When any employee presents a doctor's certificate indicating the employee is not fit for regular duty, but is fit for restricted duty, the Fire Chief or his/her designee shall determine:

- 1.** Whether work is available that meets the employee's work restriction(s) (work related and non-work related); and
- 2.** That the employee's skills and abilities and medical condition(s) are appropriate to the restricted duty work to which he/she may be assigned.

b. Restricted duty work assignments shall be scheduled in one of two ways. The employee may elect one of the following options:

- i.** Monday through Friday from 0800 hours to 1600 hours, or
- ii.** Remain on their regularly assigned shift schedule, where the employee will work their three scheduled day shifts and, on their three scheduled night shifts, the employee will report to work on days.

c. Employees on restricted duty work assignment will be excused from duty for reasonable periods of time for doctor's appointments and physical therapy. (Subject to appropriate allocation of leave time, i.e., sick leave or Workers' Compensation leave.)

d. Restricted duty work assignment schedules shall not be a subject of bargaining for ten (10) years (2026), or unless there is a schedule change for fire suppression personnel.

e. In the case of a work-related illness, injury, or medical condition, an employee will be considered for a restricted duty assignment if the restriction period is expected to continue for no more than eighteen (18) months from the date of injury/illness. A restricted work assignment may be extended however, up to a maximum of an additional six (6) months, upon receipt by the Town of the written opinion of the employee's physician, prior to the expiration of the initial eighteen (18) month period, that the injured employee will be capable of resuming his/her regular unrestricted duties within such extended six (6) month period.

f. The Restricted Duty Work Program for non-work related illness, injury or medical condition is voluntary on the part of the employee. An employee will be considered if they present a doctor's certificate to the Fire Chief, or his/her designee, indicating the employee is medically not fit for regular duty, but fit for restricted duty. A restricted duty work assignment for a non-work related illness, injury or medical condition, may not exceed nine (9) months in duration. After nine (9) months, the employee may revert to accrued sick leave. Additional time in the restricted duty work assignment may be authorized at the discretion of the Fire Chief or his/her designee. The Town reserves its right to require an employee in the Restricted Duty Work Program under 11.3 (f) to submit to an independent medical examination, but such independent examination shall not be sooner than six (6) months after initial entry into the Restricted Duty Work Program.

g. It shall be the responsibility of the employee to secure the medical certification required for participation in the Restricted Duty Work Program, except when an independent medical examination is required in 11.3 (f).

h. Upon receipt of medical certification that he/she is fit for regular, unrestricted duty, the employee shall be returned to the position to which the employee had been assigned prior to the onset of his/her temporary disability, subject to reassignment and/or promotion.

i. Employees participating in the Restricted Duty Work Program shall assist in non-fire suppression duties that contribute in a meaningful and identifiable way to the function and mission of the West Hartford Fire Department.

j. Employees participating in the Restricted Duty Work Program shall receive their biweekly rate of compensation as set forth in Article X of the collective bargaining agreement. All other rights and privileges of the collective bargaining agreement shall remain in full force and effect.

ARTICLE XII – HOURS OF WORK

12.1 a. The work week for all employees who perform firefighting and EMS duties shall be forty-two (42) hours computed over a period of one fiscal year. Such work week shall consist of a rotating schedule to include a day shift of approximately twelve (12) hours in duration immediately followed by a night shift consisting of approximately twelve (12) hours in duration; the two shifts, totaling 24-hours, shall be considered one tour of duty. Each 24-hour tour of duty shall be followed by off-duty days in an off-set rotation as follows:

On-Duty / Off-Duty / Off-Duty / On-Duty / Off-Duty / Off-Duty / Off-Duty / Off-Duty / On-Duty
For purposes of interpretation, regarding employees that work a 42-hour work week the term “day” shall be equivalent to a 12-hour shift and shall apply to vacation leave, personal days, sick leave, family sick leave, funeral leave, and special leave.

Said 42-hour work week shall be based on a work schedule established by the Chief of the Fire Department after consultation with the Union. The Chief may change the starting and ending times of the day and night shifts for just cause provided it is after consultation with the Union.

b. Commencement of the 24-hour schedule shall be within sixty (60) days of ratification of this agreement by the Town and the Union.

The effectiveness of the schedule change will be continuously evaluated against predetermined evaluation objectives, after a period of one year from implementation of the schedule change, and again six months later (eighteen months from implementation). The Chief shall review the effectiveness of the schedule change and at his/her discretion may revert back to the previous schedule. In the event the schedule is reverted, the Town and Union agree that the provisions of Article XXVII, Sections 27.4 and 27.5 shall no longer be in effect and they will meet to negotiate impact.

c. Except in extenuating circumstances and with approval of the Fire Chief or his/her designee, members shall not work in excess of forty-eight (48) consecutive hours of on-duty time. After forty-eight (48) consecutive hours worked, a member must have at least ten (10) hours of off-duty time before being eligible to be on-duty.

12.2 The work week for all employees who are not referenced in Section 1 of this Article, shall be an average of forty (40) hours computed over one fiscal year.

ARTICLE XIII - OVERTIME

13.1 Whenever the Town determines that overtime is needed in a particular classification, such overtime will be assigned to the employee who is highest on a town-wide rotating roster of employees in that classification. For the purposes of this section, Captains and Lieutenants shall be considered as one classification (officer).

13.2 If an employee is offered overtime and does not avail himself/herself of the opportunity to work, he/she will be charged with scheduled overtime as if he/she had worked.

13.3 If an overtime assignment cannot be filled through the foregoing procedure, the employee who was first offered such overtime assignment may be ordered to work such assignment.

13.4 a. Each employee's overtime pay for each shift of overtime duty or majority portion thereof shall be computed by multiplying his/her regular hourly rate by twelve (12) hours. In the event that he/she works overtime for less than a majority portion of a shift, he/she shall be paid for the actual number of hours worked, or a minimum of four (4) hours, whichever is greater.

When an employee is held over at the end of their shift as a result of call volume, incident response or to complete required paperwork, or any other reason beyond the employee and department control, the employee shall be compensated for actual hours worked to the next whole hour for the first hour and to each half-hour thereafter, computed by multiplying his/her regular hourly rate by one and one-half (1.5) hours.

b. For training scheduled when the employee is off-duty, the employee shall be paid for the actual number of hours worked above the four (4) hour minimum, up to eight (8) hours. All training above eight (8) hours shall be computed by multiplying his/her regular hourly rate by twelve (12) hours.

13.5 Employees shall provide at least one contact telephone number to the West Hartford Fire Department.

13.6 A replacement will be hired, for a minimum of four (4) hours, for the on duty Fire Battalion Chief when the on duty Fire Battalion Chief is taking a promotional examination (either oral or written) for a position within the Town of West Hartford.

13.7 When an overtime opportunity occurs for the Fire Battalion Chief, Fire Captains may be used under the following conditions:

- Fire Battalion Chiefs will be given first opportunity to work the overtime.
- Fire Captains can refuse overtime at the Fire Battalion Chief level.
- Fire Captains will be paid at step one of the Fire Battalion Chief wage range.
- Fire Captains will not have their overtime card rotated if they refuse Overtime at the Fire Battalion Chief level.
- An order back pertains only to Fire Battalion Chiefs.

13.8 An individual has the option of refusing overtime on day or night shift and not having their overtime card rotated if the individual has previously arranged an exchange of time for the same date overtime is offered.

ARTICLE XIV – FUNERAL LEAVE

14.1 When death occurs in an employee's immediate family, time up to three (3) days, will be granted by the employee's Department Head. Extension of this provision may be granted by the Chief or his designee for cause. "Day" or "days" within this Article shall adhere to the provisions as outlined in Article XII, Section 12.1.a of this agreement.

14.2 For purposes of this Article, the phrase "immediate family" shall be construed to mean any of the following: father, mother, spouse, domestic partner recognized by the Town, child, sister, brother, or grandchild of the employee or of the spouse of the employee, or any other relative whether by birth or marriage actually domiciled within the household of the employee or to whose support the employee contributed a majority share. Documentation of need and propriety may be required at the discretion of the Chief.

14.3 One (1) day leave with pay shall be granted to an employee to attend the funeral of his/her or his/her spouse's grandparents, niece, nephew, aunt, uncle, or any other relative recognized by the Personnel Rules.

ARTICLE XV - CLASSIFICATION

15.1 The Town shall maintain a classification plan and make allocations and reallocations of employees to the classes established thereunder by the Town for all positions covered by this contract, provided however, that any dispute between the Town and the Union concerning such allocation or reallocation of employees shall be subject to the grievance and arbitration provisions of this contract.

15.2 All Officers, except the Captain in Training, shall become and remain certified Fire Safety Code Inspectors (through the State Fire Marshal's Certification Course) as a condition of maintaining Officer status. Upon completion of certification, position responsibilities shall include inspection duties in addition to regular firefighting duties with no additional compensation. All Officers shall be required to maintain their certification, at Town expense.

No Officer promoted prior to June 30, 1995 will lose rank due to failure to become certified.

All Officers appointed after June 30, 1995 shall obtain this certification within two years of being enrolled in the course or will be reduced to their prior rank.

15.3 All Apparatus Operator's shall maintain, at a minimum, their class 2Q driver's license (or other such license as required by law) as a condition of maintaining their Apparatus Operator classification status.

The minimum qualification for the Apparatus Operator Exam will be graduation from high school or its equivalent, and two (2) years of experience as a firefighter in the West Hartford Fire Department.

It is understood by both the Town and the Union that the Town may take disciplinary action against any Apparatus Operator or Battalion Chief who has their license suspended and/or revoked, provided however, that said discipline for the first time such event occurs and if the suspension or revocation is for 90 days or less, it is agreed that such employee shall be reduced to their previous rank and step in the wage range for the duration of such revocation or suspension.

15.4 The cut-off date of eligibility for all promotions will remain at ninety (90) calendar days from the date the prior list expired, except that in the case of Fire Battalion Chief it shall be from the date a vacancy occurs. Recruitments for the positions will be posted and initial testing will occur within ninety (90) calendar days of the expiration of the prior eligible list (or occurrence of a vacancy within the Fire Battalion Chief rank). All testing shall be completed and a certified promotional list created within one hundred twenty (120) calendar days of the expiration of the prior eligible list or occurrence of a Battalion Chief vacancy.

Certification of Apparatus Operator, Fire Lieutenant, and Fire Captain/Fire Captain of Training Eligible Lists shall be for a duration of two (2) years from the day after the previous Eligible Lists expired. Certification of the Fire Battalion Chief Eligible List shall be for a duration of two (2) years from the date a vacancy occurs.

Time in service shall provide up to an additional six (6) points toward the total score for members participating in a promotional process. Each employee passing the required components for each portion of the testing process will receive a prorated number of points as follows:

The most senior member (or members if hired on the same day) will receive six (6) points based upon the total number of calendar days between their date of hire and the day after the expiration of the previous eligibility list. All other members will receive a prorated number of points based upon his/her number of calendar days of employment compared to the most senior employee passing all portions of the process. (The number of calendar days shall be calculated using an excel spreadsheet calculation function or reasonable equivalent.)

Example: Employee A (the most senior employee passing all facets of the examination process) has a hire date of 09/12/1999. The day after the expiration of the eligibility list is 12/01/2015. There were 5,839 days between the two dates.

Employee B has a hire date of 06/15/2008. There were 2,686 days between his/her hire date and the day after the eligibility list expiration date of 12/01/2015.

Employee A calculation: $5,839/5,839 \times 6 \text{ points} = 6 \text{ points}$

Employee B calculation: $2,686/5,839 \times 6 \text{ points} = 2.76 \text{ points}$

15.5 The Town maintains a Ford F550 pickup truck with emergency lights, sirens and storage cabinets designated HazMat 31. The main purpose of Hazmat 31 is for response to emergency incidents involving hazardous materials; it is also able to respond to such incidents while towing the Special Hazards trailer.

- a. HazMat 31 shall only be driven by an Apparatus Operator
- b. HazMat 31 shall only be driven by an Apparatus Operator with a valid driver's license that includes a CDL-A designation at any time HazMat 31 is towing a trailer.
- c. 15.5 (a) and (b) shall include the following exceptions:
 - Fire Specialist Mechanic
 - Captain of Training for the purposes of training
 - Assistant Chief of Operations and/or representatives of an outside agency.

15.6 a. Effective upon the expiration of the current Eligible List dated December 19, 2013, for Apparatus Operator, any employee thereafter promoted to the Apparatus Operator classification shall be required to hold a valid CDL-B license subject to FHWA regulations as amended, except that Apparatus Operators holding a 2Q as of that date will be grandfathered from the CDL-B requirement. A CDL-B shall replace the 2Q license qualification as it pertains to Section 15.3.

b. Initial costs associated with testing and obtaining the CDL license shall be borne by the Town. Costs associated with maintenance of the CDL shall be the employee's responsibility. The Town shall cover the cost of the DOT physical as required by the State DOT for apparatus operators.

c. With regard to random drug testing requirement associated with positions for which a CDL-B License is required, the parties will meet and confer over procedures to be followed, with binding arbitration to apply if there is no agreement by July 1, 2014.

15.7 a. The minimum qualification for the Fire Lieutenant examination will be: Graduation from a high school or its equivalent, and four (4) years of experience as a firefighter and/or firefighter/apparatus operator combination in the West Hartford Fire Department.

b. The minimum qualification for the Fire Captain Examination will be: Graduation from a high school or its equivalent, and six (6) years of experience as a firefighter in the West Hartford Fire Department and must have served for two (2) years in the rank of Lieutenant in the Town of West Hartford Fire Department.

15.8 a. The minimum qualification for the Fire Battalion Chief examination will be: Graduation from high school and completion of two years at an accredited college, including at least 30 semester hours in management, public administration fire and EMS related subjects. Must be a company level officer with eight (8) years of experience in the West Hartford Fire Department, of which a minimum of two (2) years must be as a company level officer in the West Hartford Fire Department or must have served as the Captain of Training for the West Hartford Fire Department for two years or a combination of four (4) years as a company officer and/or training officer in the West Hartford Fire Department.

b. Applications for the position of Fire Battalion Chief must include a copy of the applicant's college transcript from a regionally or National Institutional accredited college or university indicating the applicant's name and the successful awarding of credit.

Regionally accredited colleges and universities shall be defined as accredited by any one of the United States Department of Education regional accrediting agencies (for example, New England Association of Schools and Colleges, Northwest Commission on Colleges and Universities, or equivalent)

c. "Completion of two years at an accredited college" shall be defined for Section 15.8 (a) as forty-eight (48) or more credits.

15.9 Temporary transfer of line personnel to staff positions within the West Hartford Fire Department:

a. The Fire Chief shall notify the Union when he/she determines that there is a need to temporarily move an individual from a line position to a staff position and will provide such notification in a timely manner.

b. All such temporary assignments or lateral transfers will be filled by personnel on a voluntary basis. However, this in no way affects the Fire Chief's rights under Article III.

c. The Fire Chief and the Union will define the project or duties to be performed prior to any such transfer becoming effective. Additional projects or duties not directly related to the original agreed upon project will be dealt with separately.

d. Whenever possible, the length of time needed to complete an assigned project will be spelled out and the temporary transfer will be for that period of time. In all other cases, an approximate time period will be agreed upon by the Fire Chief and the Union.

e. The opportunity for temporary assignment or lateral transfer into the Mechanic Division or Fire Prevention Bureau shall be made available to all line personnel that show interest and possess the necessary qualifications to perform the duties assigned.

1. Mechanic Division-Candidates should have previous experience or training as a mechanic or demonstrate the ability to perform the duties assigned to the position of Fire Specialist Mechanic.
2. Fire Prevention Bureau-Candidates shall be certified as fire inspectors or fire marshals by the State of CT if the work they are to perform requires such certification.

f. The rate of pay for line personnel moved into a staff position shall be that of first step Lieutenant; or the rate of pay the person received on the line, whichever is greater.

g. The vacancy created in the line position by a temporary assignment or lateral transfer will be filled by overtime.

h. A fair and equitable system of determining the work schedule of personnel when moving from a 42-hour work week to a 40-hour work week (8:00am to 5:00pm) and then back again will be worked out by the Chief and the Union using a twelve week block as a base.

i. Whenever possible such temporary assignments or lateral transfers shall be for a minimum period of one (1) week. In any case, a move for three (3) days or more shall be treated as a full week and the detailed person will finish out the week in the staff position he/she is assigned to.

j. An employee temporarily assigned or laterally transferred to a staff position will be eligible for overtime in the line position vacated; however, his/her overtime will be on a night shift or on weekends. A limit may be established that would not allow the employee to work two consecutive night shifts while assigned to the staff position, but his/her overtime card would not be moved if this limitation were to occur.

15.10 The Fire Specialist Mechanic position will be filled when vacant due to prolonged illness, injury or vacation in excess of one week. The position will be filled for vacation in excess of one week with the first week at the discretion of the Chief or designee. The position will be filled by using qualified line personnel in accordance with 15.9.

15.11 No appointment in the Fire Department shall be deemed final and permanent until after expiration of a period of one (1) year probationary service, and successful completion of Firefighter II Certification and the current emergency medical training provided by the Connecticut Fire Academy, at Town expense. However, in no case shall the probationary period of any such employee exceed one and one-half (1 1/2) years. The Fire Chief may, during the probationary period of any such employee, terminate the employment of such employee without recourse to the grievance and arbitration provisions of the Agreement

a. All letters extending an employees' probationary period shall be signed solely by the Fire Chief.

b. Probationary period may be extended by the Fire Chief for a period of time up to the period of time an employee was on a Worker's Compensation leave.

c. Any Merit step increases due during an extension of probation due to Worker's Compensation leave shall be paid upon completion of probation and be paid retroactive to the date of the step increase would have been due to be given.

d. Date of hire/promotion will remain the employee's date of hire/promotion and future step increases will remain payable based on date of hire/promotion in accordance with Article X Sections 10.2 and 10.3.

ARTICLE XVI – TRAINING PROGRAMS

- 16.1** The Fire Department will utilize members as instructors based on either instructor certification or generally recognized subject matter knowledge in the topic to be presented. The intent shall be to fairly distribute the training opportunities, and any overtime as a result thereof, among all qualified individuals wishing to instruct on the subject matter. Two instructors (minimum) for each training subject.
- 16.2** Instructors will take their direction and coordination for training from the Chief or designee.
- 16.3** All assignment of personnel as instructors shall be on a voluntary basis. If an individual has expressed interest and is not chosen as one of the primary instructors, he/she may voluntarily assist with the instruction of their own crew. The employee reserves the right to withdraw from this program at any time.
- 16.4** All line personnel will be compensated at their contractual rate of pay. All preparatory and breakdown time shall be compensated in the same manner.
- 16.5** An instructor may be utilized on his/her own group. If no willing instructor is available on that group, an offer of overtime will be made to qualified instructors in accordance with the terms of this Article.
- 16.6** An on duty instructor shall not be considered part of the minimum staffing requirement outlined in Article XXVII.
- 16.7** Either the Town or the Union may suspend or terminate the provisions of this Article (XVI) at either party's discretion.
- 16.8** When the Fire Management determines that a particular subject needs to be taught, a request for interested individuals to instruct that subject shall be posted via Department E-mail for a minimum period of eight (8) calendar days. The Chief or designee shall be able to utilize instructors from outside the Department at his/her discretion.

In unusual circumstances beyond the control of the Fire Chief which result in the need to hire an instructor with less than eight (8) days' notice, the Chief may hire instructors to fill the urgent training need and shall notify the Union Executive Board of the situation. The Town and the Union agree that if this provision becomes frequent or regular occurrence they will meet to negotiate impact.

- 16.9** The Chief or designee may ask individual department members about their interest in teaching a subject but if the individual expresses no interest the Chief or designee shall not

approach the individual again on the same subject nor shall he/she inquire as to the individual's reason for not being interested.

- 16.10** The Chief or designee shall make all determinations on who will be utilized to instruct, but shall be able to document his/her reason for selecting a certain individual if requested by the union.
- 16.11** Employees will be offered EMT training and re-certification training in-house during working hours or if that is not possible, the members will be sent on Town time to outside agencies for the training at the Town discretion. Training costs will be at Town expense.
- 16.12** a. When performing training duties in another community, the Fire Chief or designee shall evaluate the needs of the Town and may, at their discretion, order the call back of the appropriate number of additional personnel.
- b. When training in a border town, if such training is scheduled to last longer than four (4) hours, or involves "live-fire" training, the Fire Chief or designee shall institute a call-back sufficient to staff a corresponding number of reserve apparatus available and if the Fire Battalion Chief is involved, the on-coming Fire Battalion Chief will be recalled.
- c. When training in any town or city, other than the City of Hartford, Towns of Newington, Farmington, Avon, Bloomfield, and the City of New Britain, all outgoing apparatus shall be replaced with similar apparatus, if such apparatus is available and if the Fire Battalion Chief is involved, the on-coming Fire Battalion Chief will be recalled.
- 16.13** Each member of the department has the potential to operate light duty vehicles (less than 26,000 lbs. GVW) in emergency mode during the performance of their duties. As such, the department shall provide each employee emergency vehicle operations training including a didactic component. Until emergency vehicle operations training has been completed, or until the Captain of Training has assessed and confirmed competency of those employees who can show previous training, non-apparatus operator personnel shall not operate light-duty vehicles in "emergency mode".

Training of all current employees shall be completed no later than July 01, 2019. All employees hired after February 26, 2019 shall be provided the training during their department orientation training.

ARTICLE XVII – EXCHANGE OF DUTY

- 17.1** Each employee shall be granted leave with pay for any day or days on which he/she is able to secure another employee with the approval of a Battalion Chief to work in his/her place provided:
- a. such substitutions do not impose any additional cost to the Town.
- b. substitution is within classification only.

c. the Fire Battalion Chief is notified via department e-mail not less than one day prior to its becoming effective, except in the case of emergency, notification may be made by telephone.

d. neither the Department nor the Town is held responsible for enforcing any agreements made between the employees.

e. no employee shall be granted more than three (3) days of leave in any calendar month under this Article except upon special permission granted for cogent reasons by the Chief.

f. Exchanges of time for less than a full shift shall not be considered as part of the monthly limit of three exchanges of time.

ARTICLE XVIII – FIRE WATCH DUTY

18.1 Whenever any private person or organization is required to or shall seek the service of employees of the Fire Department for fire watch duty, such work shall be rotated among those employees who volunteer for such work during their off-duty hours. The rate of pay for this work shall be the employee's regular hourly rate of pay multiplied by the number of full hours or a majority part of an hour worked, with a minimum of four hours' pay per assignment.

ARTICLE XIX – UNION BUSINESS LEAVE

19.1 Four (4) members of the Union Negotiating Committee shall be granted leave from duty for all meetings between the Town and the Union for the purpose of negotiating the terms of a contract or for discussions related thereto, when such discussions are initiated by the Town or are proposed by the Union and agreed to by the Town, whenever said meetings take place at a time during which such members are scheduled to be on duty. However, not more than three (3) members of the committee shall receive full pay while on leave from duty at any one time.

19.2 Not more than three (3) members of the Union Grievance Committee shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of processing grievances, when such meetings take place at any time during which such members are scheduled to be on duty.

19.3 Such Officers and members of the Union, as may be designated by the Union, shall be granted leave with pay for the purpose of attending Labor Education Conferences and Seminars and Labor Conventions, etc. The total amount of such leave with pay for the entire bargaining unit shall not exceed thirty (30) man-days per year, except that in alternate fiscal years (IAFF Convention years) such leave granted shall be thirty-five (35) man-days per year. The Union shall provide the Fire Chief with a list of delegates prior to such meetings, and their dates and locations. The Chief may impose reasonable limits (but not less than 3) on the number of men/women who may be absent from duty at any one time under the provisions of this paragraph. The Union President or designee may use up to one day (one full shift) of union business leave to attend the Union's retirees' dinner.

ARTICLE XX – LEAVE OF ABSENCE WITHOUT PAY

20.1 Leave without pay of up to two (2) calendar weeks may be granted to any employee who requests such leave in writing to the Fire Chief or his/her designee at least three (3) days prior to the date on which such leave is to be taken, provided a replacement is available at no additional cost to the Town. The Fire Chief or his/her designee may waive the above requirement of notice in case of emergency. Leave under this paragraph shall not constitute an interruption of continuous service.

20.2 Employees may be granted leave of absence without pay for periods of longer than two (2) calendar weeks at the discretion of the Chief. If such leave is granted, the employee and dependents shall remain enrolled in the Town's medical insurance plans, with the employee maintaining their contribution toward the cost of their health benefit for the month in which the leave commences plus one additional month (six additional months in the case of leave without pay for medical reasons, as verified by a physician's certification), and the employee paying the fully insured cost if they wish to continue such coverage thereafter. If the employee allows the coverage to lapse, the Town will assure that upon return to active employment the coverage will resume immediately without a waiting period. The employee shall not accrue holidays, vacation, sick leave, pension credits or other benefits during a leave without pay, but upon his/her return such benefits will be reinstated at the same level they existed when the leave began. In the case of vacation, the employee's allowance for the current year will be prorated based on the number of months' absence from active duty.

20.3 Upon his/her request, any employee shall, if a replacement is available, be granted special leave without pay, not to exceed three (3) such days in any one fiscal year and provided that such employee shall notify the Fire Chief and/or designee in writing, at least three (3) days prior to the date on which such leave is to be taken. Additional days beyond three (3) may be granted at the discretion of the Chief. The requirement for such notice may be waived by the Fire Chief and/or designee in case of emergency. Such days may not be taken consecutively without the approval of the Chief. There will be no impact as a result of this paragraph to the accrual of sick and vacation leave.

ARTICLE XXI - SENIORITY

21.1 Seniority shall be by classification and shall consist of the relative length of accumulated service of each employee in his/her respective classification. For the purpose of this Article, classification shall mean and include the following: Firefighter, Apparatus Operator, Fire Prevention Inspector, Fire Lieutenant, Fire Captain, Fire Captain Training/Communication Officer, Fire Specialist Mechanic, Fire Prevention Lieutenant, and Fire Battalion Chief.

21.2 If two or more employees have the same length of service in their classification, their seniority in relationship with each other shall be rated in the order in which their names appeared on the eligibility list from which they were appointed or promoted to such classification.

21.3 Where a staff reduction is necessary within a particular classification and division, the member with the least seniority in that job classification and division shall be the first laid off. Such member may exercise his/her seniority in the next lower classification that he/she has held. The

same procedure shall be followed through each classification until the firefighter classification is reached. Therein, the first person laid off shall be the individual with the least department-wide seniority.

21.4 Employees laid off from a particular classification shall have rights of recall within that classification and division by seniority for two (2) years following layoff (three years for those with more than two (2) years' seniority on the date of layoff), provided they report to work within two (2) weeks after due notice is given to an employee's last known address, provided such employees make known their desire to return to work within one week of notification, and provided they are able to perform the duties of the job.

21.5 When an Officer or Apparatus Operator has been demoted for non-disciplinary reasons, the name of such employee shall be placed on a preferred promotion list for the appropriate rank. In filling any vacancy in any such rank, the preferred promotion list shall have priority over any other Eligible List. All names shall remain on any preferred promotion list until each demoted employee is offered the opportunity for restoration to his/her former rank. When a demoted employee is restored to his/her former rank, he/she shall regain the rank seniority held prior to demotion. Any employee who has been demoted for non-disciplinary reasons shall retain their current rate of pay as of the date of their demotion. Such pay shall be frozen until the appropriate step rate for the lower position exceeds the frozen rate. This freeze includes the general wage increases as well as any step increases.

21.6 Whenever a "Preferred Promotion List", as defined in Section 21.5 of the Collective Bargaining Agreement exists, the Town is not required to administer a Promotional Examination for the classification that the Preferred Promotion List exists for.

21.7 Eligibility for subsequent promotional lists for the appropriate classification, shall be based upon the later of the expiration dates of either the regular promotion list or the preferred promotion list.

ARTICLE XXII – UNIFORM ALLOWANCE

22.1 The Town will continue the practice in effect prior to the date of this agreement, of providing each employee with protective clothing of good quality and condition and of replacing items of dress uniform when found necessary upon inspection. In addition, the Town will furnish each employee with two (2) dress shirts of each type which each employee is required to wear, and with four (4) initial sets of work uniforms consisting of trousers and two (2) long sleeve shirts and two (2) short sleeve shirts, all of which shall be permanent press type (on a replacement basis), and thereafter will replace such items when found necessary upon inspection. All such items furnished by the Town shall be the property of the Town and shall be worn only when on duty. The Town shall make every reasonable effort to procure all of the uniform items required under this Article as soon as reasonably possible.

Used dress uniform and turnout clothing which is in excellent condition may be issued to employees. Said clothing shall be professionally dry cleaned and sanitized before it is issued.

Should Nomex work clothing be issued and said work clothing is not permanent press, the employee will be required to have this uniform kept neat at all times.

22.2 The Town shall provide each employee with one pair of black safety shoes at least every other fiscal year from the date of issuance. However if an employee's shoe or shoes become damaged, worn or otherwise unwearable, said employee shall apply to the Chief or his/her designee for a replacement pair, which shall be issued when found necessary after inspection. Employees shall not be required to turn in replaced shoes. Any employee may elect to purchase different safety shoes than those selected by the Town and shall be reimbursed up to one hundred dollars (\$100.00) for the cost of those shoes, provided the frequency of purchase does not exceed the limit set above.

22.3 All newly purchased protective firefighting clothing shall meet the most current NFPA Standard.

22.4 All station uniforms shall meet the current Standards set forth by NFPA.

ARTICLE XXIII – SPECIAL ASSIGNMENTS

Part A-Hazardous Materials Technician Response Team

- 23.1** Participation in the Hazardous Materials Technician Response Team is voluntary.
- 23.2** Selected personnel will attend the EPA hazardous materials technician training course at no cost to the employee.
- 23.3** The Town will cover the cost of all course materials.
- 23.4** The employees will receive their overtime rate for attendance at any training while off duty.
- 23.5** No employee will be removed and/or withdrawn from the team except for "Just Cause."
- 23.6** Employees failing to complete the course shall not be penalized in any manner or asked to return any portion of the training costs.
- 23.7** Coverage for employees in training will be provided if the employee is on-duty.
- 23.8** A stipend of 2.5% of top-step Apparatus Operator bi-weekly, base pay, paid bi-weekly for each employee who successfully completes the EPA hazardous materials technician training course and receives initial certification by the Commission on Fire Prevention and Control, and maintains an active status with the team.
- 23.9** The employee will maintain the certification by attending the required training and demonstration of the required skills as stipulated in 29 CFR 1910.120, Section (q-6) (iii), (A to I) as a hazardous materials technician at Town expense for a period of not less than two years.

- 23.10** Failure to meet the two-year obligation will result in the employee reimbursing the Town for the cost of the training program, (not to exceed 50% of the overtime cost to provide the initial training) given the individuals rank at the time of training and forfeiture of the remaining 2.5% stipend. No disciplinary action shall occur as a result of not completing the two-year commitment.
- 23.11** A medical Surveillance program shall be established and provided to the members of the department's Hazardous Materials Team at the town's expense.
- 23.12** The specific components of the medical examination part of the Medical Surveillance Program shall be determined using the requirements and recommendations of OSHA 1910.120 and OSHA 1910.134. The components of the medical examination are defined in Exhibit G.
- 23.13** The Team member shall have the option of obtaining the above prescribed medical examination from his/her own personal physician at no expense to the Fire Department.
- 23.14** The results of the medical examination shall be confidential and shall be documented and maintained in compliance with OSHA 1910.120 and OSHA 1910.134. The only medical information to be reported to the Town shall be reported using Exhibit G. The Town shall request no other medical information.
- 23.15** In the event the information reported on Exhibit G is "The above named applicant is not cleared for hazardous materials response pending further evaluation and or treatment" the employee shall be allowed to remain on the Hazardous Materials Team for 120 days from the date of the medical examination. If at the end of the 120 day period the employee has not received medical clearance to fully participate as a member of the Hazardous Materials Team, he/she may be removed from the team by the Fire Chief or his/her designee.
- 23.16** An employee may, prior to taking the medical examination or following a result of "Pending further evaluation and/or treatment", elect to have himself/herself removed from the Hazardous Materials Response Technician Response Team. An employee making such an election shall not be penalized in accordance with Article XXIII, Sections 23 Section 23.11.
- 23.17** An employee who receives a result of "The above named applicant is not cleared for hazardous materials response" shall not be penalized in accordance with Article XXIII Section 23.11.
- 23.18** In the event of a question over the results of any medical examination, the Town may seek an additional medical evaluation at the Town's expense. The employee is also entitled to seek an additional medical evaluation at his/her own expense. An employee who receives a result of "The above named applicant is not cleared for hazardous materials response pending further evaluation and or treatment" and elects to be removed from the Hazmat Team or an employee who receives a result of "The above named applicant is not cleared for hazardous materials response" shall not be required to attend further medical evaluation.

- 23.19** The results of the medical examination shall not be used by the Town for any purpose other than eligibility to function as a member of the Hazardous Materials Team.
- 23.20** Hazardous Material and USAR calls/training will be considered “actively engaged” and the Fire Chief or designee shall institute a call-back to replace the personnel actively engaged in Hazardous Material and USAR calls/training events.

Part B-Honor Guard Unit

23.21 The West Hartford Fire Department shall have an Honor Guard and it will be made up of West Hartford Fire Department members who wish to participate. All members shall reflect the highest standard of the Department.

23.22 The Honor Guard shall operate under the following conditions:

a. The Honor Guard will not leave the Town of West Hartford for any activity unless mutually-agreed upon by the Town and the Union.

b. Transportation shall be provided, at no cost to Honor Guard members, for any activity which takes place outside the Town of West Hartford.

c. Should the length of the event and the time of day necessitate a meal (breakfast, lunch and or dinner), reimbursement will be provided to each member by the Town. Such reimbursement will be at a reasonable cost for each meal.

d. Honor Guard members will receive compensation time for actual hours worked or a minimum of 4 hours. Travel time to and from home to participate in any Honor Guard function will be included. The members of the Honor Guard will have the option of being paid for the hours worked or may take time off.

e. The employee may take a single day of compensation time at his/her discretion but should not accrue more than 3 days of compensation time.

f. The employee's overtime card will not be rotated for payment received for work done as an Honor Guard member.

g. The Honor Guard will consist of 12 members.

h. Any member of the West Hartford Fire Department can, at any time, show interest in the Honor Guard and be put on the eligibility list on a first-come basis. The Town will maintain an eligibility list and will furnish an up-to-date list to the Union Executive Board annually.

i. Any member of the Honor Guard can resign at any time without any reprisals.

j. Time will be allowed for the training of the Honor Guard with all members allowed to attend. Those members not working will receive compensation time up to 4 hours for participating in the session. Any member scheduled to work will be covered up to 4 hours so that he or she may attend the training exercise.

k. Honor Guard members will work on a voluntary basis.

l. The Union Flag will be carried by the Honor Guard.

m. The Honor Guard uniform will be mutually-agreed upon by the Town and the Union.

ARTICLE XXIV – BULLETIN BOARDS

24.1 The Town shall permit the use of all bulletin boards, located in the respective fire houses, by the Union for the posting of notices concerning Union business and activities.

ARTICLE XXV – EXISTING RULES AND PRACTICES

25.1 Matters not governed by this contract may be governed by Chapter XIII of the Codified Ordinances of the Town of West Hartford ("Personnel Rules") as the same may be amended from time to time. Provided, however, that the probationary period shall be one year (six months for a promotional position), and may be extended by the Fire Chief for an additional six months (3 months for a promotional position) provided written notice of such extension and statement of reasons is given prior to expiration of the original or promotional probationary period. Provided further, that no change in Sections 30.0.28 to 36 or 30.0.39(e) to (g) shall become effective as to this bargaining unit for the duration of this agreement without the prior written approval of the Union.

25.2 The Town and the Union agree that it is in the interest of both parties to not have a work environment that adversely affects the public image of the Town or Fire Service, an employee's ability to perform their work, or the Town's ability to have work performed. It is recognized and agreed that the proper and most effective methods of resolving disagreements, grievances, or other work-related issues is through the collective bargaining process.

To facilitate communication between the parties and to promote a climate conducive to constructive employee relations, a joint labor-management committee shall be established within the Fire Department consisting of an equal number of individuals representing both parties. Such committee shall meet on a regular basis to discuss matters of mutual interest, including the implementation of this Agreement, how to improve services to the public, increase productivity, and improve the quality of work life.

25.3 Each member of the bargaining unit shall be eligible to receive leave for purposes covered in the Federal Family and Medical Leave Act (FMLA) of 1993, as amended, and as described in Exhibit A.

25.4 a. When Mutual Aid is requested from West Hartford by another community or when Mutual Aid is requested by West Hartford from another community, the Fire Chief or designee shall evaluate the needs of the Town and may, at their discretion, order the call back of the appropriate number of additional personnel. It is understood that the Battalion Chief has no authority to recall any personnel unless directed by the Fire Chief or his/her designee.

b. When there is a mutual aid response into West Hartford from another town, and such company is actively engaged at an emergency scene or if such mutual aid request lasts longer than four (4) hours from the time of that mutual aid company's arrival at a West Hartford fire station, the Fire Chief or designee shall institute a call-back sufficient to staff a corresponding number of reserve apparatus if such reserve apparatus is available and the on-coming shift Fire Battalion Chief will be recalled.

c. When providing mutual aid to any town or city, and such company is actively engaged at an emergency scene, all outgoing apparatus shall be replaced with similar apparatus, if such reserve apparatus is available and if the Fire Battalion Chief is involved, the on-coming Fire Battalion Chief will be recalled.

d "Actively engaged" shall include all emergency scene assignments with the exception of staging. Still alarms, service alarms, medical alarms and box alarms shall not be considered "actively engaged" upon dispatch, but rather when it is determined that the nature of the alarm dictates a higher level of response (i.e. working fire, rescue alarm, confirmed hazmat, mass casualty incident, etc.). Upon determination of the increased level of response, said alarm shall meet the definition of "actively engaged". When West Hartford is providing mutual aid to any non-bordering municipality or state agency, and the assignment is for other than station coverage or staging, companies responding shall be considered "actively engaged" upon dispatch, regardless of the type of alarm.

e. Telephone pagers will be issued on a voluntary basis to those personnel interested in responding to off-duty calls for assistance. The Town is responsible for lost or damaged pagers. Loss or damage to the pagers will not be cause for disciplinary action. However, in the case of loss or damage, the fire chief may withhold issuance of a replacement pager at his/her discretion. Overtime cards for the callback hires shall be handled under the short term hiring practices already in effect. Otherwise, Emergency callbacks have no impact on the overtime call list rotation. The pager system will be tested periodically and personnel responding to the telephone test shall not be compensated. Issuance of pagers may be revoked at any time.

f. The Fire Chief or his/her designee may require department personnel to function in positions within the incident command system for the purposes of emergency preparedness planning and disaster response during potential/actual natural or manmade emergencies. The ICS positions assigned will be consistent with NIMS and the incident action plan for the event.

The assigned positions will support operations, planning and logistics of the event. Additional line staffing shall be at the discretion of the Chief or his/her designee.

25.5 The loss of a motor vehicle operator's license on the first occasion shall not, in itself, be cause for dismissal.

25.6 All regular employees shall be required to have their payroll checks deposited directly into the financial institution(s), up to 2 and the Dutch Point Credit Union, of their choosing. It shall be a condition of employment to maintain direct deposit.

25.7 The budgeting and funding of the Fire Prevention Inspector position referenced in the MOU of May 28, 2003 will be extended and applied such that for the duration of two successor contracts or eight years, whichever is longer, will begin on January 18, 2005.

25.8 Any time that an employee is sent for medical testing outside of the Town of West Hartford such testing shall be done either: (1) on an off duty overtime basis, or (2) if done while on duty and such testing causes a shift to fall below the contractually required minimum staffing level, personnel will be hired back position for position to bring staffing levels back to minimum. Additionally, if an employee is sent for medical testing in the Town of West Hartford, which does not allow the employee to immediately leave the testing to respond to an incident, the testing will be handled in the manner described above.

25.9 Public Fire Education Committee members and other recognized committee members earn credit for actual hours worked or a minimum of four hours.

25.10 Members working any overtime which does not come under covering tours of duty for manning level position coverage, will have the option of being paid for the hours worked or the time off.

25.11 Member's overtime cards will not be rotated for payment received for work done working in Maintenance or Training.

25.12 Members may accumulate a maximum of thirty-six (36) hours of compensatory time and must use this compensatory time within the same fiscal year in which it is earned or within three months thereafter it is earned during the last quarter of that fiscal year. Any compensatory time which is not used within the maximum time allowable will be paid.

25.13 The Town and the Union agree that Article XXVII, Section 27.1 and Article XIII, Section 13.4, shall not be the subject of negotiations for two successor contracts or eight (8) years, whichever is longer. (First successor contract 2004-2010, extended to 2012)

25.14 For the duration of two successor contracts or eight years, whichever is longer, the Town agrees to Budget and fund the following positions, two (2) Fire Prevention Inspectors and one (1) Fire Captain Training. (First successor contract 2004-2010, extended to 2012)

ARTICLE XXVI – COLLEGE INCENTIVE PROGRAM

26.1 After four and one-half years of Fire Department service, employees in the classifications included in the bargaining unit shall receive additional compensation for educational attainments in accordance with the following schedule:

a. For satisfactory completion at a grade of C- or better or sixty (60) semester hours at an accredited college or university in the subjects set forth in (d), or an Associate's Degree in one of the subjects listed in (d), an additional \$1,000.

b. For satisfactory completion at a grade of C- or better or ninety (90) semester hours at an accredited college or university in the subjects set forth in (d), an additional \$1,500.

c. For satisfactory completion at a grade of C- or better or one hundred and twenty (120) semester hours at an accredited college or university in the subjects set forth in (d), or a Bachelor's Degree in one of the subjects listed in (d) an additional \$2,000.

d. Subjects for which credit will be allowed for purpose of this section shall be designed to increase the employee's proficiency in his/her present or potential future duty assignments and shall be related to one or more of the following fields:

1. Fire Department operation and administration
2. Fire prevention and inspection
3. Fire science and technology
4. Firefighting
5. Fire hazards and fire protection systems
6. Fire Hydraulics and engineering
7. Fire Technology, Emergency Medical Service, Public Administration, Business Administration, Human Resource Management, Business Management, Education, Political Science, Computer Science, Math/Statistics, English Composition, Foreign Language, Public Speaking, Government, Psychology, Sociology, Occupational Safety, Chemistry, and Biology.

Any employee receiving incentive pay for Economics and History on March 15, 2006 shall remain eligible for incentive pay.

If an employee is subsequently promoted, he/she shall continue to receive the additional amount of pay as specified above for the semester hours satisfactorily completed at a grade of C- or better at an accredited college or university.

e. Employees hired prior to July 1, 1998, who have satisfied the requirements for education incentive pay by satisfactory completion at a grade of C- or better thirty (30) semester hours at an accredited college or university and eligible for \$500 in accordance with provisions of the 1994 – 1998 collective bargaining agreement shall continue to be eligible for such payment.

f. Application for additional compensation for educational attainments under this section shall be made on a form provided by the Town upon request.

g. An eligible employee who has demonstrated completion of Associate's Degree at an accredited college or university in one of the subjects listed in 26.1 (d) shall be deemed credited with sixty (60) semester hours regardless if the courses are in the specific subjects noted in subsection (d) or grade achieved.

Subsequent courses taken for consideration of college incentive pay at the ninety (90) semester hour level or above shall meet the requirements of 26.1(b)(c) and (d), but there shall not be retrospective evaluation of actual course work towards the Associates Degree.

26.2 The Town will continue the present practice of a tuition refund program except that the Town's percentage of participation shall be increased to seventy-five percent (75%).

a. The Town shall provide funding for the application of the tuition refund program in the fire department at the rate of \$10,000 per fiscal year. Funding shall be limited to any required course in a degree program listed in Article XXVI, Section 26.1(d) or electives necessary to complete the degree program or related to subjects listed in 26.1(d). Claims shall be honored on a first come, first served basis, but no employee shall receive more than 10% of the total amount available in any fiscal year until after all other employees have had an opportunity to present their claims. Thereafter, any remaining funds will be applied to any claims which exceed such 10%, on a prorated basis.

b. All reimbursements under this Section shall be made the paycheck following the employee satisfying the requirements for reimbursement.

ARTICLE XXVII - STAFFING

27.1 There will be a minimum of twenty (20) line personnel plus a Fire Battalion Chief on duty at all times.

Minimum staffing of an engine company shall be an Officer, an Apparatus Operator and two Firefighters. Minimum staffing on a quint shall be the same as an engine company. Minimum staffing on a ladder company shall be an Officer and an Apparatus Operator. During periods when there is no quint, ladder companies shall carry an Officer, an Apparatus Operator and at least one Firefighter.

If an Apparatus Operator is required to leave duty for any reason, thus causing the apparatus to go off the line, the Battalion Chief shall minimize the off-the-line times by immediately hiring a replacement, in accordance with existing practice. If a Company Officer is required to leave duty for an injury or illness the Battalion Chief may cover the temporary vacancy of two (2) hours or less. If more than two (2) hours the Fire Battalion Chief will immediately hire a replacement, in accordance with existing practice.

If a firefighter is required to leave duty for any reason, the Fire Battalion Chief shall minimize the time that apparatus runs short by immediately hiring a replacement, in accordance with existing practice.

The Town also agrees not to use "Jump Overs" or have someone "act" to fill vacancies on a shift. It is understood that if the vacancy occurs in the fire station with an extra, there will be no additional person hired. If an individual is out as a result of a Worker's Compensation injury for more than 3 work days, any extra may be reassigned to fill the vacancy.

27.2 No individual shall be detailed from a single company fire station to perform fire prevention, fire inspection or hydrant duties if his/her absence causes such single company fire station on such platoon to fall below four (4) employees assigned to firefighting duties and no individual employee shall be detailed from a double company (engine & ladder) fire station to perform such duties if his/her absence shall cause such double company fire station on such platoon to fall below six (6) employees assigned to firefighting duties.

27.3 The Town agrees not to hire part-time employees to perform the duties of any uniformed or investigatory positions in the bargaining unit.

27.4 Notwithstanding sections 27.1 and 27.2 above and for the purpose of providing paramedic service, the Union agrees that on each working shift the Town will be permitted to assign up to four (4) of the on-duty personnel from the fire suppression apparatus (1 per apparatus) to staff EMS response units.

Excepting special assignments, such as special event standbys, or in unusual circumstances, EMS response units shall be staffed by at least two (2) medically qualified fire suppression personnel.

The Union acknowledges that the Town reserves the right to create a schedule for the personnel subject to assignment to the EMS response units that ensures a division of labor and that allows for the satisfaction of sponsor hospital medical control requirements for all personnel. The personnel subject to temporary detachment shall have access to the official schedule at least four (4) days in advance of their assigned, detached shift except in unusual and infrequent circumstances and it is understood that if deviation from this practice becomes a frequent occurrence the Town and the Union will meet to negotiate the impact. The intent of this language is to ensure employees have advance notice of their assignment.

If at any time the Town chooses to discontinue providing fire based advanced life support service, staffing of apparatus shall follow the provisions of section 27.1 above until the Town and Union meet to negotiate impact.

27.5 Personnel assigned to the EMS response units referenced in 27.4 shall be considered part of the on-duty fire suppression force and shall be provided with firefighting PPE, including SCBA on board the EMS response unit. Fire suppression units that are affected by the provisions of 27.4 shall not regularly operate in a service delivery mode that would put their staffing level

below the three (3) assigned personnel except in unusual and infrequent circumstances and it is understood that if this becomes a frequent occurrence the Town and the Union will meet to negotiate the impact.

If a fire suppression apparatus is sent on a mutual aid response, the apparatus shall respond either with four firefighters on board, or the Fire Chief or his/her designee shall formulate and enact a plan to expedite delivery of a fourth firefighter to the responding apparatus in the town requesting mutual aid.

ARTICLE XXVIII – NO STRIKE CLAUSE

28.1 The Union agrees that it will not call, authorize, sanction or condone any strike, slow down or work stoppage during the term of this agreement.

ARTICLE XXIX – FIRE PREVENTION WEEK

29.1 The Town will appropriate up to \$1,000 to cover actual expenses for supplies and materials (not including bonds or cash prizes) in connection with the Fire Prevention Week Program. Such program shall be run by members of the bargaining unit, but shall be considered a Town program if Town financial assistance is accepted.

29.2 The Town will appropriate up to \$5,000 to cover compensatory payments to bargaining unit members participating in Public Fire Education programs in the community, excluding compensatory payments for participation in the Fire House Open House program conducted during Fire Prevention Week. Such programs shall be run by members of the bargaining unit, but shall be considered a Town program if financial assistance is accepted.

ARTICLE XXX – MEAL ALLOWANCE

30.1 When an off-duty shift is ordered to remain on duty during an emergency for another tour, the Town will reimburse actual expenses for meals up to \$3.00 per employee and up to two meals per tour, limited to situations where proper authorization has been given in advance.

ARTICLE XXXI – NON-DISCRIMINATION

31.1 Both parties agree to continue their policies of not discriminating against any employee on the basis of race, color, religion, national origin, age, sex, marital status, physical disability or sexual orientation. Masculine or feminine pronouns as used throughout this agreement are intended to refer to individuals of either sex.

ARTICLE XXXII – FUNERAL EXPENSES

32.1 The Town will reimburse all funeral and cemetery expenses for firefighters killed in the line of duty upon proof of payment not to exceed twenty thousand (\$20,000) dollars in the case of any employee.

ARTICLE XXXIII – PERSONAL PROPERTY

33.1 Clothing, watches, eyeglasses, or any personal items used by the employee in the performance of his/her duty shall be repaired or replaced by the Department if they are lost, damaged or destroyed in the line of duty, subject to a limitation of \$100 per item. The following are not covered personal property; personally owned telephone pagers of any type, personally owned telephones and personally owned computer equipment of any nature.

ARTICLE XXXIV – HEALTH & SAFETY

34.1 No employee shall engage in any activity of an emergency nature which is known to be a cause of heart and hypertension problems. This provision shall not apply to activity in the employ of or for the benefit of the Town.

34.2 The parties shall establish a physical fitness committee consisting of two members appointed by the union and two members appointed by the Town. The physical fitness committee will establish a physical fitness program for employees including an in-service physical exercise program. The committee shall establish minimum standards which will take into consideration age, physical condition, and any other relevant factors.

34.3 Physical examinations will be given at least every four years, within the limit of budget allocations. The physical fitness committee will establish the extent of the examination, and will select a physician from a panel agreed to by the parties. The Town will pay the cost of the examination. A copy of the physician's report will be given to both the employee and the Town. If physical impairment of any kind is discovered during the course or as a result of the examination, the physician shall recommend and/or prescribe appropriate medication, treatment, or other corrective therapeutic action.

34.4 The Town and the union agree to incorporate the provisions of a Drug & Alcohol Testing Policy herein by reference (attached as Exhibit B) which includes access to an Employee Assistance Program as described in Section 9 of the policy.

34.5 Employees hired on or after July 1, 1989 shall refrain from smoking at any time as a condition of employment, provided the contractual requirement of just cause discipline is applicable to cases of smoking including:

- a. corrective measures (such as smoking cessation programs) shall, when deemed necessary, be offered prior to taking disciplinary action;

- b. any discipline shall be consistently applied and corrective in nature; and any disciplinary decision shall take into account factors such as the nature of the offense, the record of the employee, etc.
- c. Any discipline policy to be implemented regarding smoking shall first be discussed with the Union and negotiated when appropriate.

The Town retains its rights with respect to probationary employees.

34.6 Off-duty personnel may use the workout equipment within their firehouse. If one firehouse is conducting a drill or other business that would be hampered by the use of the equipment, the off-duty person may go to one of the other firehouses to workout.

ARTICLE XXXV – PARAMEDIC SERVICE

35.1 As long as the West Hartford Fire Department is providing Paramedic Service, Article XXVII, Section 27.1 and Article XIII, 13.4 shall not be the subjects of negotiations. If, at any time Paramedic Service is no longer provided by the West Hartford Fire Department, all minimum staffing requirements shall return to the levels in place prior to the inception of said service, and becomes permissible subject of bargaining, along with Article XIII, Section 13.4, in subsequent contract negotiations.

a. A Firefighter-Paramedic hired before February 26, 2019 and assigned to work as a Firefighter-Paramedic shall remain a licensed Paramedic with Town of West Hartford Sponsor Hospital medical control and maintain the requisite credentials for a minimum period of at least ten (10) ten years following appointment unless promoted or released by the Fire Chief or his/her designee.

b. Paramedic service after promotion shall be voluntary for employees hired prior to February 26, 2019. In the event of promotion, a former Firefighter-Paramedic may request to continue to maintain medical control and perform as a paramedic for the department.

c. For Firefighter-Paramedics hired after February 26, 2019 and who have not yet met the minimum period of ten (10) years, paramedic service after promotion shall be compulsory. However, employees functioning as a paramedic may be released from the paramedic requirement by the Fire Chief or his/her designee prior to completing the ten (10) year requirement.

d. Firefighter-Paramedics and promoted members with the most seniority (time in service) shall be given the first opportunity to discontinue paramedic licensure/medical control.

e. Promoted members opting to continue to provide paramedic service may submit, annually in writing, to the Fire Chief or his/her designee a request to maintain licensure and medical control. Promoted members approved to maintain medical control will be required to commit to an initial term of two (2) years' operating as a paramedic and require annual approval thereafter. While

operating in the capacity of a paramedic all promoted members will comply with the following provisions:

1. The department will continue to pay for the paramedic license, provide the required CMEs, and all other required training.
2. The member shall receive the annual stipend with subsequent increases as applicable to time in service.
3. Promoted members will be offered overtime in the position of firefighter-paramedic only after attempts to hire a firefighter-paramedic have been exhausted, i.e. only in the event voluntary overtime of a firefighter-paramedic has not resulted in the required minimum staffing.
4. Promoted members shall work a sufficient amount of paramedic shifts and assignments to fulfill requirements necessary to maintain medical control. The primary means to maintain medical control working requirements shall be voluntary paramedic overtime to fill vacancies following the hiring method described above; secondary means, which shall require approval of the Fire Chief or his/her designee, may include assignment to a paramedic position on their regular shift (any vacancy of an AO or Officer position shall be back-filled using normal overtime hiring), special details, specific overtime shifts, or precepting of new firefighter paramedic (if meeting all necessary Preceptor requirements).
5. Annually, the employee shall be responsible for monitoring their requirements necessary for maintaining medical control. If the employee believes he/she is deficient or will be deficient in meeting the necessary medical control requirements prior to the end of their annual commitment period, they shall make written notification to the Fire Chief or his/her designee.

35.2 The Town reserves its right to schedule Paramedic(s) for required CEU training while on-duty during their normally scheduled work shift. Paramedic(s) may also submit a request to the Chief or his/her designee to attend required CEU training either on their normally scheduled work shift, or for times they are not scheduled to work. Paramedics shall be provided coverage for all required CEU training that falls on their normally scheduled work shift, and shall be compensated at their contractual rate for all required CEU training attended at times they are not normally scheduled to work. Required training is determined by the sponsor hospital and includes a minimum of 48 hours of training plus Advanced Cardiac Life Support (8 hours) and Pediatric Advanced Life Support (8 hours) every two (2) years.

35.3

- a) When the Fire Chief or his/her designee determines that a solicitation for Preceptor Candidates is needed, a request for interested individuals shall be posted via Department E-mail for a minimum period of fifteen (15) days.

- b) Field precepting is a privilege and function of medical control and overseen by the sponsor hospital EMS Coordinator and EMS Medical Director. Preceptors will be selected by the Fire Chief or his/her designee and medical control based on field proficiency and ability to mentor, validate and evaluate Paramedic skills to ensure a Paramedic possesses the knowledge, skill and abilities to function as an independent advanced life support provider under the medical license of the sponsor hospital EMS Medical Director.**
- c) Preceptor assignments shall be of one year duration and reviewed annually by the Sponsor Hospital EMS Coordinator, Medical Director and the Fire Chief or his/her designee for continuance. The final decision to appoint or continue in a Preceptor assignment, if approved by the Sponsor Hospital Medical Director and EMS Coordinator, is the sole discretion of the Fire Chief or his/her designee. Any Preceptor Candidate not appointed, or any Preceptor not granted continuance, shall be given written documentation from medical control and/or the Fire Chief or his/her designee as to the reasons for the decision.**
- d) A Field Training Instructor/Preceptor may be removed at any time during the assignment period of 1 year for just cause, or the Field Training Instructor/Preceptor may opt out of the precepting assignment with a 30 day written notice to the Fire Chief or his/her designee. The Preceptor and the Union shall receive written documentation in the case of just cause removal.**
- e) Paramedics selected to become a Field Training Instructor/Preceptor shall meet the minimum selection requirements:**

 - 1. Two (2) years paramedic level experience**
 - 2. Successful completion of the WHFD probationary period**
 - 3. No internal disciplinary action (written reprimand or greater) in the past year for fire and/or EMS issues**
 - 4. No serious clinical concerns (final QA score of 4 or higher) or pattern of moderate clinical concerns (final QA score of 3 or higher) in the past 12 months. Clinical concerns that have been remediated and demonstrated to be resolved may be excluded at the discretion of the sponsor hospital EMS Medical Director.**
 - 5. Consistent record of thorough and complete PCR documentation**
 - 6. Successful completion of Hartford Hospital "Preceptor" selection and training program**
 - 7. Demonstrate a consistent history of strong clinical and interpersonal skills,**

And be authorized by the Sponsor Hospital Medical EMS Coordinator and Medical Director with recommendation to the Fire Chief or his/her designee for final approval.
- f) The Field Training Instructor/Preceptor shall perform within the guidance of the Paramedic Field Training and Precepting Policy and Guidelines as prescribed by Sponsor**

Hospital Medical Control for Firefighter Paramedic candidate credentialing as appropriate.

- g) The Field Training Instructor/Preceptor shall be compensated the equivalent of two hours of overtime pay per shift or any portion thereof to complete required documentation and provide feedback to the Paramedic candidate. Documentation and feedback will be completed during the precepting period, or during the next precepting day with the paramedic candidate. The Field Training Instructor/Preceptor shall not count toward minimum staffing as outlined in Article XXVII of the Collective Bargaining Agreement.
- h) The Town and the Union reserve the right to negotiate any change to the provisions of Article XXXV, Section 35.3 at any time.

ARTICLE XXXVI – MEMORANDA OF UNDERSTANDING

36.1 The parties acknowledge and agree that the following written memoranda of understanding remain in full force and effect (Attached, Exhibit H):

- a. Physical fitness program (5-26-89).
- b. Captain of Training MOU Signed 2/11/2014.
- c. MPP-29431 and MPP-29432 settlement to negotiate “disaster preparedness and response” dated 10-6-11.
- d. Probationary job performance requirement sheets dated 3-11-2010.
- e. Respiratory physical dated 1-28-2008.
- f. Non-Smoking Agreement dated 6/16/1989.
- g. 25.11 Haz Mat tech physicals clarification dated 1-11-06.

ARTICLE XXXVII - DURATION

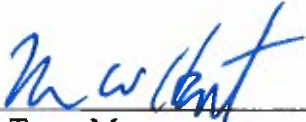
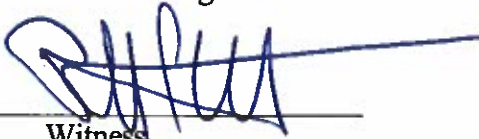

37.1 This Contract contains the full and complete agreement on all negotiable issues, whether covered or not in this agreement and except as provided to the contrary in the next section, neither party shall be obligated to negotiate on any issue during the term of this Contract. Any side agreements are not binding unless they are in writing and signed by authorized representatives of the Town and the Union. However, this prohibition does not apply to any clarification or interpretation made at the bargaining table by the negotiators for both parties. Any side agreement that is not reduced to writing, but is mutually agreed upon by the current administration of both parties to have been in existence, shall remain in effect.

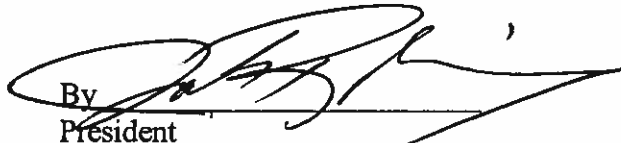


37.2 This Contract shall be in full force and effect from July 1, 2018 through June 30, 2022, provided that any increases in wages, insurance contributions or pension contributions scheduled to take effect prior to the ratification of this agreement by both parties shall be implemented retroactively within thirty (30) days after such ratification, and any such increase scheduled to take effect after July 1, 2021 shall remain in effect for one year after such effective date, notwithstanding the June 30, 2022 expiration of the remainder of this agreement. Between January 1, 2022 and February 1, 2022, either party may notify the other in writing that it wishes to negotiate on all other collective bargaining issues for the period beginning July 1, 2022. If at any time the Town decides to initiate a new program of service (ambulance, etc.) to be performed by bargaining unit employees, either party may notify the other in writing that it wishes to negotiate the effects of such decision on bargaining unit employees or their conditions of employment. Within thirty (30) days after such notification the parties receiving the notification shall request and arrange for a meeting with the other party for the purpose of such negotiations.

In witness whereof the parties hereto have set their hands on this 10 day of May, 2019.

TOWN OF WEST HARTFORD:

LOCAL 1241 - INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS:

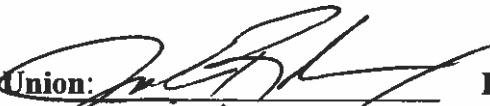
By 
Town Manager

Witness

Witness

By 
President

Witness

Witness

Memorandum of Understanding
Between
The Town of West Hartford
And
West Hartford Fire Fighters Association
I.A.F.F. Local 1241

The Town of West Hartford (the Town) and the West Hartford Fire Fighters Association I.A.F.F., Local 1241 (the Union) agree to the following:

- The Town and the Union shall form a Health & Wellness committee that will promulgate the parameters surrounding employee annual physical evaluations, health/wellness issues, peer fitness training, and other related matters.
- The Town and the Union shall appropriate \$20,000 and \$5,000 respectively, to be distributed equally among the five (5) fire stations for the purchase of functional fitness equipment as determined by the members of the Health & Wellness Committee.
- Equipment purchased shall be for the purpose of supporting the Peer Fitness Training Program and Employee Health.
- The Town shall provide annual maintenance and repair as needed for each piece of equipment. Equipment shall be replaced by the Town with similar or better equipment in the event repair is not feasible or cost effective.

For the Union: 
Date: 05/20/2019

For the Town: 
Date: 05/20/2019

Memorandum of Understanding
Between
The Town of West Hartford
And
West Hartford Fire Fighters Association
I.A.F.F. Local 1241

The Town of West Hartford (the Town) and the West Hartford Fire Fighters Association I.A.F.F., Local 1241 (the Union) have met and discussed Article XV of the Collective Bargaining Agreement. As such, both sides agree to the method of selection for the following classifications shall be:

Classification		Weight	Passing Score
Apparatus Operator			
	Written Test	60%	70%
	Practical	40%	70%
	Vision Test		Pass/Fail
	Time in Service	Additional 6 Points	
Fire Lieutenant			
	Written Test	60%	70%
	Oral Board	40%	70%
	Time in Service	Additional 6 Points	

Fire Captain			
	Oral Board	100%	70%
	Time in Service	Additional 6 Points	
Fire Battalion Chief			
	Assessment Center Examination	100%	70%
	Time in Service	Additional 6 Points	

For Classifications within the bargaining unit not listed above, the Town of West Hartford may utilize either a promotional recruitment process or open competitive process at the Fire Chief's discretion.

For the Union:

Date: 05/20/2019

For the Town:

Date: 05/20/2019

FAMILY AND MEDICAL LEAVE POLICY - Fire Union

EXHIBIT A

Personal					Serious Health		Family Member with	
ISSUES	Serious Health Condition	Birth, Adoption, or Foster Care	Condition of Child Parent, or Spouse	Military Caregiver Leave	Serious Injury or Illness Incurred in the Line of Military Duty			
Employment Eligibility	Employed at least 12 months and Work at least 1250 hours during the fiscal year.	Same	Same	Same	Same, however protections under USERRA extend to all periods of absence from work due to or necessitated by USERRA covered service is counted in determining eligibility for FMLA leave.			
Effective Date	August 5, 1993 for non-bargaining unit members; February 5, 1994 for all others.	Same	Same	Same			Same	
Maximum Leave	12 weeks/Fiscal Year	12 weeks/Fiscal Year	12 weeks/Fiscal Year	12 weeks/Fiscal Year			26 weeks/12 month period*	
Who Qualifies?	Individual employee.	All circumstances that may fall under the terms "birth or adoption of a child" Eligibility for leave taken expires 12 months after the event. Leave must be completed by the one year anniversary of the event.	Biological child, adopted child, foster child, legal ward, or a child of a person standing in loco parentis who is under age 18. A child as defined age 18 or over who is incapable of self care due to mental or physical disability. A biological parent, legal guardian, or one who raised the employee in the place of parent. Spouse as defined in state statute.	Employee's spouse, son, daughter, or parent who is a military member on active covered duty (or has been notified of an impending call or order to active duty) in support of a contingency operation Spouse as defined in state statute Biological, adopted, foster child, stepchild, legal ward, or a child of a person standing in loco parentis who is of any age.	Individual employee who is the spouse, son, daughter, parent, or next of kin of the servicemember or covered veteran. Spouse as defined in state statute Biological, adopted, foster child, stepchild, legal ward, or a child of a person standing in loco parentis who is of any age. Next of kin is the nearest blood relative other than the covered servicemember's spouse, parent,			

Family Member with Serious Injury or Illness Incurred in the Line of Military Duty					
ISSUES	Personal Serious Health Condition	Birth, Adoption, or Foster Care	Serious Health Condition of Child Parent, or Spouse	Military Caregiver Leave	
Who Qualifies? (continued)					son, or daughter. Priority defined in regulations, unless another is specifically designated in writing May require reasonable documentation of family relationship
Serious health condition defined	Illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility; or continuing treatment by a health care provider. *[Excludes short term conditions for which treatment and recovery are brief such as illness lasting a few days] Workers' Compensation leave taken shall count toward FMLA leave. Pregnancy Leave taken shall count toward FMLA leave.	N/A	Illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility; or continuing treatment by a health care provider.	N/A	Injury or illness incurred or aggravated in the line of duty while on active duty or injuries or illness that existed before the beginning of the member's active duty and were aggravated by service in the line of duty on active duty in the Armed Forces, that renders the service member medically unfit to perform the duties of his office, grade, rank or rating; Covered service members on temporary disability retired list, is undergoing medical treatment, recuperation, or therapy for the serious illness or injury or assigned to a military medical treatment facility as an outpatient or receiving outpatient care at a unit established for members of the Armed Forces; or undergoing medical treatment, recuperation, or therapy for a serious injury or illness and was a member of the Armed Forces (incl Nat'l Guard/Reserves) at any time within five years preceding

Personal		Serious Health		Serious Health		Family Member with	
ISSUES	Serious Health Condition	Birth, Adoption, or Foster Care	Condition of Child Parent, or Spouse	Military Caregiver Leave	Serious Injury or Illness Incurred in the Line of Military Duty		
Serious health condition defined (Continued)					the date the veteran undergoes treatment. See CFR 825.127		
Qualifying Exigency Defined	N/A	N/A	N/A	Short notice deployment (seven or less days prior to date of deployment); Parental care to care for a military member's parent incapable of self care; Military events and related activities; Child care and school activities; Financial and legal arrangements; Counseling; Rest and recuperation leave (up to 15 days for each rest and recuperation leave period); Post deployment activities (up to 90 days following termination of active duty status or other related activities arising out of the military service member's service.	N/A		
Intermittent or Reduced Leave	Leave may be intermittent or reduced if medically necessary. Employee must make a reasonable effort to schedule leave so as not to disrupt unduly the employer's operation	Leave may be intermittent or reduced only if employer agrees. Employee must make a reasonable effort to schedule leave so as not to disrupt unduly the employer's operation	Leave may be intermittent or reduced if medically necessary. Employee must make a reasonable effort to schedule leave so as not to disrupt unduly the employer's operation	Leave may be intermittent or reduced leave schedule basis and consistent with the qualifying exigency Employee must make a reasonable effort to schedule leave so as not to disrupt unduly the employer's operation	Leave may be intermittent or reduced if medically necessary. Employee must make a reasonable effort to schedule leave so as not to disrupt unduly the employer's operation		

Personal Health			Birth, Adoption, or Foster Care		Serious Health Condition of Child Parent, or Spouse	Military Caregiver Leave	Family Member with Serious Injury or Illness Incurred in the Line of Military Duty
ISSUES	Serious Health Condition						
Ability to Temporarily Transfer to Another position	Yes, if employee is on intermittent or reduced leave to a position of equivalent pay and benefits.		Same		Same	Same	Same
Provisions if Both Spouses Work for the Town	12 weeks leave each for their respective personal serious health condition(s).		12 weeks leave each which may or may not be taken concurrently. However, if ees work in same department, then the leave cannot be taken on the same scheduled work days.		12 weeks leave each which may or may not be taken concurrently. However, if ees work in same department, then the leave cannot be taken on the same scheduled work days.	12 weeks leave each which may or may not be taken concurrently. However, if ees work in same department, then the leave cannot be taken on the same scheduled work days.	12 weeks leave each which may or may not be taken concurrently. However, if ees work in same department, then the leave cannot be taken on the same scheduled work days.
Restoration to Position	Must be restored to the same position held prior to the leave; or to one that is equivalent in pay benefits, privileges, and other terms and conditions of employment.		Same		Same	Same	Same
Notification	30 days notice when need for leave is foreseeable. Otherwise, notice must be given as soon as practicable.		Same		Same	Same	Same
Medical/Other Certification (Upon Request)	Yes. Certification for illnesses of more than 5 consecutive days should include the date serious health condition began, duration of the condition, applicable medical facts, statement that the		N/A		Yes. Certification for illnesses of more than 5 consecutive days should include the date the serious health condition began, duration of the condition, applicable medical facts, statement that the employee	Yes. Certification to support the need for leave requested including a copy of the active duty orders or other documentation issued by the military, plus any document supporting the specific need for leave.	Yes. Certification for illness or injury should include the name, address, and appropriate contact number of the health care provider, the type of medical practice, the medical specialty, whether the injury or illness was incurred in the


Personal Serious Health Condition		Birth, Adoption, or Foster Care		Serious Health Condition of Child Parent, or Spouse		Exigency Due to Active Military Duty of a Family Member		Family Member with Serious Injury or Illness Incurred in the Line of Military Duty	
ISSUES									
Medical/Other Certification (Upon Request) (Continued)	employee is unable to perform the functions of his/her job, and medical reasons for the intermittent or reduced leave request (where applicable).				is needed to care for the ill person, an estimate of how long the employee will be needed, and/or medical reasons for the intermittent or reduced leave request. <u>NOTE:</u> The use of family sick days shall be in accordance with the existing collective bargaining agreement.	For certification of qualifying leave for Rest and Recuperation, a copy of the military member's leave orders setting dates should be provided.	line of active duty, approximate date, statement or description of medical facts, a statement that the covered service member will need care for a single continuous period of time, beginning and ending dates, medical necessity for periodic care, and medical necessity for or other documentation provided under CFR 825.310. <u>NOTE:</u> The use of family sick days shall be in accordance with the existing collective bargaining agreement.		
Second Opinions	Yes. Employers may request and pay for a second opinion from a physician not employed by the employer or used frequently by the employer. A third opinion may be paid by the employer, the employer and employee must agree on the provider, and the employer must not employ the provider on a regular basis. Decision of the third opinion is final.	N/A		Yes. Employers may request and pay for a second opinion from a physician not employed by the employer or used frequently by the employer. A third opinion may be paid by the employer, the employer and employee must agree on the provider, and the employer must not employ the provider on a regular basis. Decision of the third opinion is final.		N/A	Yes. Employers may request military caregiver leave certification be completed by a health care provider as defined in CFR 825.125, who are not affiliated with DOD, VA, or TRICARE.		
Certification For Return to Work	Yes. Certification of fitness for duty is allowed provided it is uniformly applied to all employees taking similar leave.	Same (in cases of birth)		N/A		N/A	N/A		N/A

Personal		Serious Health		Birth, Adoption, or Foster Care		Serious Health		Military Caregiver		Family Member with	
Condition		Condition		or Foster Care		Condition of Child		Leave		Serious Injury or Illness Incurred in the Line of Military Duty	
ISSUES											
Relationship to Paid Leave	Employee must utilize accrued sick leave, then may request unpaid leave for the duration of the medical leave under the Act. <u>NOTE:</u> Employee may request to substitute the use of accrued vacation leave in place of unpaid leave. Such request may or may not be granted in accordance with the existing collective bargaining agreement.	<u>If employee is birth mother:</u> Accrued sick leave may be used for the period of medical disability. At that point, the employee may request unpaid leave for the remainder of family leave under the Act. <u>Other employees requesting leave:</u> Employees may request to substitute family sick days in accordance with the collective bargaining agreement and may request unpaid leave for the duration of the leave under the Act. <u>NOTE:</u> Employee may request to substitute the use of accrued vacation leave in place of unpaid leave. Such leave may or may not be granted in accordance with the cba.	<u>If employee is birth mother:</u> Accrued sick leave may be used for the period of medical disability. At that point, the employee may request unpaid leave for the remainder of family leave under the Act. <u>Other employees requesting leave:</u> Employees may request to substitute family sick days in accordance with the collective bargaining agreement and may request unpaid leave for the duration of the leave under the Act. <u>NOTE:</u> Employee may request to substitute the use of accrued vacation leave in place of unpaid leave. Such leave may or may not be granted in accordance with the cba.	Employee may use up to 5 family sick days in accordance with the collective bargaining agreement then may request unpaid leave for the duration of the family and medical leave under the Act. <u>NOTE:</u> Employee may request to substitute the use of accrued vacation leave in place of unpaid leave. Such leave may or may not be granted in accordance with the collective bargaining agreement.	Employee may use up to 5 family sick days in accordance with the collective bargaining agreement then may request unpaid leave for the duration of the family and medical leave under the Act. <u>NOTE:</u> Employee may request to substitute the use of accrued vacation leave in place of unpaid leave. Such leave may or may not be granted in accordance with the collective bargaining agreement.	Employee may request to substitute the use of accrued vacation leave in place of unpaid leave. Such request may or may not be granted in accordance with provisions of the existing collective bargaining agreement.	Employee may request to substitute the use of accrued vacation leave in place of unpaid leave. Such leave may or may not be granted in accordance with the collective bargaining agreement.	Employee may request to substitute the use of accrued vacation leave in place of unpaid leave. Such leave may or may not be granted in accordance with the collective bargaining agreement.	Employee may request to substitute the use of accrued vacation leave in place of unpaid leave. Such leave may or may not be granted in accordance with the collective bargaining agreement.	Employee may use up to 5 family sick days in accordance with the existing collective bargaining agreement then may request unpaid leave for the duration of the family and medical leave under the Act. <u>NOTE:</u> Employee may request to substitute the use of accrued vacation leave in place of unpaid leave. Such leave may or may not be granted in accordance with the collective bargaining agreement.	Employee may use up to 5 family sick days in accordance with the existing collective bargaining agreement then may request unpaid leave for the duration of the family and medical leave under the Act. <u>NOTE:</u> Employee may request to substitute the use of accrued vacation leave in place of unpaid leave. Such leave may or may not be granted in accordance with the collective bargaining agreement.
Maintenance of Health Benefits	The Town will maintain group health coverage for the month in which the unpaid leave commences plus six additional months with the employee paying that portion of the premium provided under Town policy or collective bargaining agreement.	The Town will maintain group health coverage for the duration of the Family and Medical Leave, with the employee paying that portion of the premium provided under Town policy or collective bargaining agreement.	The Town will maintain group health coverage for the duration of the Family and Medical Leave, with the employee paying that portion of the premium provided under Town policy or collective bargaining agreement.	Same as Birth, Adoption, or Foster Care	Same as Birth, Adoption, or Foster Care	Same as Birth, Adoption, or Foster Care	Same as Birth, Adoption, or Foster Care	Same as Birth, Adoption, or Foster Care	Same as Birth, Adoption, or Foster Care	Same as Birth, Adoption, or Foster Care	Same as Birth, Adoption, or Foster Care


ISSUES	Personal Serious Health Condition		Birth, Adoption, or Foster Care	Serious Health Condition of Child Parent, or Spouse		Military Caregiver Leave	Family Member with Serious Injury or Illness Incurred in the Line of Military Duty
	Personal Serious Health Condition	Birth, Adoption, or Foster Care		Serious Health Condition of Child Parent, or Spouse	Military Caregiver Leave		
Life Insurance	The employee's life insurance coverage will cease on the 1st of the month 30 days after the beginning of any unpaid leave under the Act.	Same		Same		Same	Same
Sick and Vacation Accruals	Sick and vacation accruals will be adjusted downward for any month in which the employee is not in pay status for the entire month.	Same		Same		Same	Same
Tax Savings Plan Benefits	Employee contributions to Medical and/or Dependent Care Reimbursement Accounts (if any) will be suspended for the duration of any unpaid leave. Expenses	Same		Same		Same	Same
Tax Savings Plan Benefits (continued)	incurred prior to the beginning of any unpaid leave may be submitted will be reimbursed up to the account balance(s).						
Records and Posting	All requests for Family and Medical Leave should be documented including whether or not the leave was granted and the reasons for the denial when that is the case. Family and Medical Leave Act prohibits an employer from putting any restraint on an employee for exercising their rights under FMLA. Employers can't penalize or discipline employees who use the FMLA provisions. The 12-month period for FMLA purposes will coincide with the Town's fiscal year (July 1 - June 30). Each employee shall be allowed a combined total of 12 weeks of Family and Medical Leave per year, except for FMLA leave due to a family member with a serious injury or illness incurred in the line of active military duty, in which case an employee may be allowed up to 26 weeks in any 12-month period.						

Records and Posting (Continued)	<p>Copies of notices to employees may be maintained in personnel files. Medical certification must be maintained in separate files/records and be treated as confidential medical records.</p> <p>All requests for records under FMLA shall specify the Town's obligation to comply with the confidentiality requirements of the Genetic Information Non-Discrimination Act (GINA).</p>
------------------------------------	---

- An eligible employee is entitled to 26 workweeks of leave to care for a covered servicemember with a serious injury or illness during a "single 12-month period". The "single 12-month period" begins on the first day the eligible employee takes FMLA leave to care for a covered service member and ends 12 months after that date regardless of the method used by the employer to determine the employee's 12 workweeks of leave entitlement for other FMLA-qualifying reasons.
- If the individual needs to care for more than one service member or the original service member has a subsequent injury, the individual may be entitled to take more than one period of 26 weeks of leave, but the individual cannot take more than 26 weeks for the same illness or injury for a single service member.
- "Covered veteran" is an individual who was discharged or released under conditions other than dishonorable at any time during the five year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran.

For the Town: 
Richard Ledwith
Executive Director of Human Resources

4/23/14
Date

For the Union: 
Kerry Warren
President, IAFF, Local 1241

4/23/14
Date

EXHIBIT B

Drug & Alcohol Testing Policy

The procedures outlined in this article for drug and alcohol testing shall be covered by all other applicable articles of the labor agreement between the Town of West Hartford and the West Hartford Firefighters, Local 1241, IAFF.

Sec. 1: Policy

The Town of West Hartford and the West Hartford Firefighters, Local 1241, IAFF, recognize that drug use by employees would be a threat to the public welfare and the safety of department personnel. It is the goal of this policy to eliminate or remedy illegal drug usage through education and rehabilitation of the affected personnel. The use of alcoholic beverages or unauthorized drugs shall not be permitted at the Employer's work sites and/or while an employee is on duty, nor shall an employee be under the influence of alcohol or illegal drugs while on duty.

Sec. 2: Informing Employees About Drug & Alcohol Testing

All employees shall be fully informed of the Fire Department's drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, the Town shall inform the employees on how the tests are conducted, what the test can determine, the consequence of testing positive for drug use, and any drug or alcohol counseling, rehabilitation, and employee assistance programs that are available. All newly hired employees will be provided with this information during their initial period of orientation. No employee shall be tested before this information is provided to him/her. All Fire Department employees who hold a supervisory position will be required to attend training which is mutually accepted by the Union and the Town with regard to drug and alcohol use and the physical, behavioral and performance indicators of possible drug and alcohol use that will be used in determining whether an employee is subject to probable cause testing as outlined in this article.

Sec. 3: Employee Testing

No employee will be tested for drug or alcohol abuse unless there exists probable cause to believe that the firefighter to be tested is under the influence of illegal drugs or alcohol. Mass testing is prohibited, random testing is prohibited unless it is part of follow-up care for rehabilitation, as referenced in Section 11. Any fire department officer who has probable cause to suspect that an employee is under the influence of illegal drugs or alcohol while on duty shall immediately inform the Line Deputy Chief. Any Deputy Chief who believes there is probable cause to suspect that an employee is under the influence of alcohol or illegal drugs shall immediately inform the Fire Chief (or Acting Chief), for purposes of confirming the probable cause. The Chief shall contact an Executive Board Officer, Union Steward, or other bargaining unit employee for the purpose of informing and involving the appropriate and

available Union representative in the immediate situation. The Chief (or Acting Chief) may then order the employee to report to a medical facility and provide blood and urine samples for testing.

In the presence of the employee and Union representative, the Supervisor shall present the observations establishing the probable cause for testing. The employee shall upon hearing the Supervisors confirmed observations, receive a written description of his/her rights, obligations, and options and shall be presented with the opportunity to immediately self-refer to the employee assistance program. This "self-referral after confrontation" option shall only be available to an individual once in any two year period.

While the observations of the Executive Board Officer, Union Steward, or other bargaining unit employee may be solicited and are relevant in the context of the joint Employer/Union commitment to addressing the problem of substance abuse, Union representatives will not be expected to give their assent to the Supervisor's decision to require testing or to take other management action.

An employee who does not self-refer into the employee assistance program and refuses to go to a medical facility, after being informed of the observations establishing probable cause and of the requirement for immediate fitness for work examination and provision of blood and urine samples, will be subject to disciplinary action, up to and including discharge.

If requested, the employee shall sign consent forms authorizing: (1) the medical facility to withdraw a specimen of blood and urine; (2) the testing laboratory to release the results of the testing to the medical facility for physician review, and to the Employer; (3) at the employee's discretion, he/she may authorize the same release as defined in (2) to the Union. By signing these consent forms, the employee does not waive any claim or cause of action under the law. An employee's refusal to sign the release shall constitute a refusal to be examined and tested, subject however, to the following:

An employee who refuses to be examined and tested shall be encouraged to go to the medical facility for this purpose, with the understanding that blood and urine samples drawn will not be tested unless that employee, within twenty-four hours, authorizes that these be tested. If, at the end of this period, the employee still refuses to have the samples tested, the employee will be subject to disciplinary action, up to and including discharge, unless the employee agrees, within the same twenty-four hour period, to self-refer into the employee assistance program.

Any officer who has begun this process by notifying a superior officer that an employee appears to be under the influence of illegal drugs or alcohol shall submit in writing to the Fire Chief a confidential report of the physical, behavioral, or performance indicators observed which resulted in that suspicion. Such report shall be made within forty-eight hours of the incident and shall be considered within the scope of said officer's employment. Failure to follow any of these procedures shall result in the elimination of the test results as if no test had been administered. The test results shall be destroyed and no discipline shall be levied against the employee.

Sec. 4: Probable Cause

"Probable cause" means a basis for forming a belief based on specific facts and rational inferences drawn from those facts. probable cause shall not be based solely on an

observation that, for example, an employee has bloodshot eyes. in general, probable cause exists where one or more of the following occur:

(1) A supervisor personally saw the employee consume drugs or alcohol while on duty or on Town premises.

(2) A supervisor personally observed signs of drug or alcohol use, such as the odor characteristic of alcoholic beverages on the employee's breath, slurred speech, impaired coordination when walking, bizarre or irrational behavior, odor of marijuana about the person, etc., and the supervisor believes that the employee is presently under the influence of alcohol or drugs;

(3) An informant who identifies him/herself, and is willing to testify, reports to a supervisor that he/she saw the employee use drugs or alcohol while on duty or on Town premises.

In general, probable cause does not exist where:

- (1) An anonymous letter alleges the employee is a drug user;
- (2) A telephone caller who will not identify him/herself, or who is not willing to testify, claims, for example, to have seen the employee smoke marijuana;
- (3) The allegation is based on mere rumors within the department;
- (4) The matter involves an off-duty incident totally unrelated to the performance of the employee's job.

These examples are for the purpose of illustration and do not exhaust all possibilities.

Sec. 5: Confidentiality

Confidentiality must be maintained during the entire process. No individual involved in the process shall reveal any of the details or particulars of any incident to anyone other than is necessary to implement the process. Any violation of this confidence will subject the violator to the most severe disciplinary action. It is also agreed that anyone knowingly bringing false charges against an individual or using this procedure for harassment or personal reasons will be subject to disciplinary action.

Sec. 6: Sample Collection

The collection and testing of samples shall be performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. The laboratory chosen must be agreed to between the Union and the Town. The laboratory used shall also be one whose procedures are periodically tested by NIDA, where they analyze unknown samples sent to an independent party.

Collection of blood or urine samples shall be conducted in such a manner which provides the highest degree of security for the sample and freedom from adulteration. Recognized strict chain-of custody procedures must be followed for all samples, as set by NIDA. The Union and the Town agree that security of the biological urine and blood samples is absolutely necessary, therefore, the Town agrees that if the security of the sample is comprised in any way, any positive test shall be invalid and may not be used for any purpose.

A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. The second sample, the "split", exists solely as an added safeguard for

an employee who has been notified that he/she has tested positive for drugs. Within 72 hours after an employee has been notified by a Medical Review Officer of a confirmed positive drug test, the employee can request that the "split" be sent to another Department of Health and Human Services certified laboratory for analysis. All samples must be stored in a scientifically acceptable preserved manner as established by NIDA. All positive confirmed samples and related paperwork must be retained by the laboratory for at least six months or for the duration of any grievance, disciplinary action, or legal proceeding whichever is longer.

Tests shall be conducted in such a manner that an employee's legal drug use and diet does not affect the test results.

Sec. 7: Testing Procedures

The laboratory shall test for only the substances and within the limits for the initial and confirmation test as provided within NIDA standards. The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The testing shall be done by the selected laboratory and the standards shall be those spelled out in 49CFR Part 40, page 540 (10-1-93 edition or current equivalent).

Any sample which has been adulterated or is shown to be a substance other than urine shall be reported as such. All samples which test positive on a screening test shall be confirmed by gas chromatography-mass spectrometry. No records of unconfirmed positive tests shall be released by the laboratory.

The Union and the Town shall select a Medical Review Officer who is suitably trained to interpret test results and interview the tested employee to determine that any positive test results are the result of illegal drug use.

All results shall be evaluated by the Medical Review Officer prior to being reported to the Fire Chief (or Acting Chief).

The test results shall not be reported outside of the Fire Department except as is necessary to implement this process.

Sec. 8: Alcohol Testing

A breathalyzer or similar test equipment shall be used to screen for alcohol use and, if positive, shall be confirmed by a blood alcohol test performed at the laboratory. This screening test shall be performed by a mutually acceptable qualified individual or laboratory, utilizing equipment certified by the Connecticut State Police. An initial positive alcohol level shall be .10 grams per 210 L. of breath. If initial testing results are negative, testing shall be discontinued, all samples destroyed, and records of the testing shall not be entered into the employee's file. Only specimens identified as positive on the initial test shall be confirmed using a blood alcohol level. Sample handling procedures, as detailed in Sec. 6, shall apply. A positive blood alcohol level shall be .10 grams per 100 ml of blood. If confirmatory testing results are negative, all samples shall be destroyed and records of the testing shall not be entered into the employee's file.

Sec. 9: Rehabilitation/Employee Assistance Program

Each person whose urine or blood tests positive for illicit drugs or alcohol shall be medically evaluated, counseled and treated for rehabilitation, if required. No member of the Fire Department shall be discharged for illegal drug use without first having been offered the opportunity to discontinue use either through personal choice or by treatment for chemical dependency, if such treatment is necessary. Employees who voluntarily come forward and ask for assistance to deal with a drug or alcohol problem shall not be subject to disciplinary action solely on the basis of that drug or alcohol problem. No disciplinary action will be taken against an employee unless he/she refuses the opportunity for rehabilitation, fails to complete a rehabilitation program successfully, or again tests positive for drugs within two years of completing an appropriate rehabilitation program. This Program is designed to provide care and treatment to employees who are in need of rehabilitation. Details concerning treatment any employee receives at this Program shall remain confidential and shall not be released to the public. The Town shall provide the cost of the treatment in accordance with the Town's Health Plan.

No employee shall be relieved or transferred to other than his usual duties on the basis of one test result, although the employee may be re-evaluated for his/her duty assignment. While undergoing treatment and evaluation, employees shall receive the usual compensation and fringe benefits at their assigned position until they have depleted their accrued banks of authorized leave (ie: sick/vacation), at which time they would be on Medical Leave without pay.

Sec. 10: Right of Appeal

Each employee retains the right to challenge any aspect of the drug testing program in the same manner that he/she may grieve an action in accordance with the collective bargaining agreement.

Sec. 11: Duty Assignment After Treatment

Once an employee successfully completes rehabilitation, he/she shall be returned to his/her regular duty assignment. Employee reassignment during treatment shall be based on each individual's circumstances. If follow-up care is prescribed after treatment, this may be a condition of employment. Once an individual returns to his/her regular duty assignment, at the end of two years the records of treatments and positive drug test results shall be retired to a closed medical record. The employee shall be given a fresh start with a clean administrative record in regard to drug or alcohol use or treatment (as limited by FOI act).

Sec. 12: Right of Union Participation

At any time, the Union, upon request, will have the right to inspect and observe any aspect of the drug testing program with the exception of individual test results and Town administrative discussions. The Union may inspect individual test results if the release of this information is authorized by the employee involved.

Sec. 13: Union Held Harmless

The drug testing program is solely initiated at the behest of the Town of West Hartford. The Town shall be liable solely for its legal obligations and costs arising out of the provisions and/or application of this collective bargaining agreement relating to its responsibilities for drug testing. The Union shall be held harmless from any claims concerning the Town's responsibilities for drug testing.

Sec. 14: Conflict with Other Laws

This Article is in no way intended to supersede or waive an employee's federal or state constitutional rights.

FOR THE TOWN:

s/ James Francis June 21, 1995
James W. Francis
Director of Employee Services

s/Laurie Murray
Witness

June 21, 1995
Date

FOR THE UNION:

s/Brian Tierney
Brian P. Tierney
President, Local 1241, I.A.F.F.

s/Laurie Murray
Witness

June 21, 1995
Date

EXHIBIT C - (i)

Health Care Cost Containment

In conjunction with the 1985-88 collective bargaining agreement between the Town of West Hartford and Local 1241, IAFF, the parties have agreed to the following:

The Town may choose to provide for the administration of employee health benefits under a "cost-containment" program by an insurance carrier or other provider (hereinafter called the administrator). Such program may include any of the following services, provided that implementation or elimination of any such service is thoroughly communicated to all employees not less than 60 days prior to the effective date of implementation or elimination. Regardless of the implementation date, no monetary penalties will be assessed against any employee prior to January 1, 1988 or one (1) year from the date of implementation whichever comes first for failure to comply with the requirements of the cost containment program unless it can be shown that the employee had actual knowledge of the requirement but still refused to comply.

The Town will keep the Union informed of the status of the bidding procedures, and will consult with the union regarding the merits of all bids received before selecting an administrator for the program. The Town also agrees to involve the Union in the program of employee education regarding the cost containment program, which is required under the terms of the preceding paragraph. The Town agrees to establish a working committee, including at least one member of Local 1241, to address ongoing changes, questions, and the performance of the program.

Any service implemented must be within the general parameters listed below for each service.

A. Pre-Admission Certification (non-emergency)

1. The employee/dependent will telephone the administrator prior to any non-emergency admission, as soon as the date of admission is known to the patient.
2. The attending physician will submit information to the administrator, giving the reasons for admission, according to procedures established by the administrator.
3. These reasons will be screened by the administrator according to criteria developed by physicians to determine if the admission is medically necessary.
4. For cases which meet the criteria, the administrator will approve the admission. Any proposed admission not meeting the criteria will be

referred to a physician reviewer. He will discuss the case with the attending physician, and a determination will be made to approve or disapprove the case.

5. If the employee/dependent decides to go ahead with a disapproved hospitalization, the Town insurance will pay only 80% of what it would have paid for an approved hospitalization, the employee/dependent will be liable for the remaining 20%, not to exceed \$500.
6. The administrator will discuss with the employee/dependent the alternatives to hospitalization which may be available in cases where the physician reviewer determines that the recommended treatment can be provided without hospitalizing the patient.
7. There will be an appeal process when hospitalization is denied. This appeal will utilize a tripartite panel consisting of the patient's attending physician, the physician reviewer and a third physician agreed upon by the above designated physicians but who is not affiliated with either and is certified in the specialty involved. The Town will bear the full cost of the appeal procedure.

B. Concurrent Review

1. The employee/dependent or a family member will notify the administrator of the hospitalization within two (2) business days when the administrator is open for business.
2. The administrator will communicate with the attending physician regarding the reasons for admission and the projected length of hospitalization. This information will be screened against physician developed criteria.
3. Where the case meets the criteria, the administrator will approve the admission, assign the projected length of stay, and initiate a follow-up review to assess patient progress and the necessity for continued hospitalization.
4. Where the case does not meet criteria, the administrator will refer the case to a physician reviewer. He will discuss the case with the attending physician and make a determination to approve or disapprove the case, and will inform the attending physician of his decision.
5. If the case is approved, a length of stay will be assigned. If the case is disapproved, notification will be given to the patient, the attending physician, the hospital, and the insurance carrier.
6. If the case is disapproved, the Town insurance will pay 100% of the hospital cost up to 24 hours after notification to the employee/dependent that the case has been disapproved. After 24 hours of notification of disapproval, the Town insurance will pay 80%

of the hospital cost and the employee/dependent will be responsible for the remaining 20%, not to exceed \$500.

7. There will be an appeal process for disapproved cases. This appeal will utilize a tripartite panel consisting of the patient's attending physician, the physician reviewer and a third physician agreed upon by the above designated physicians but who is not affiliated with either and is certified in the specialty involved. The Town will bear the full cost of the appeal procedure.

C. Discharge Planning

The administrator shall inform the patient or his family of the alternatives available for post-discharge care (home care, hospice, skilled nursing facility, etc.) when it has been determined by the attending physician that the patient needs such care. The final decision with respect to such care remains with the patient and his family. Such care will be payable at 100% when used as an alternative to hospitalization.

D. Pre-admission Testing (non-emergency)

Unless there is a medical reason for testing to be done while employee/dependent is an in-hospital patient, it shall be done on an out-patient basis prior to admission. Hospitalization for the sole purpose of conducting such tests will not be covered.

E. Weekend or Early Admissions (non-emergency)

Unless there is a medical reason, patients shall not be admitted over a weekend or prior to the date on which in-hospital care begins, and any such admission shall not be covered.

F. Hospital Bill Audits

The administrator may establish a procedure whereby the medical bills in excess of a stated amount will be subject to review, for accuracy and justification. The employee/dependent may be required to participate in this review process as a condition of payment of the claim.

NOTE: Any employee who complies with the requirements of the cost containment program shall be held harmless in the event of a dispute between the cost containment administrator and the medical provider concerning the propriety of a charge for services covered by the plan.

EXHIBIT C - (ii)

**Town of West Hartford
and
West Hartford Firefighters, Local 1241
Health and Prescription Drug Program**

	PPO Plan		High Deductible Health Plan	
	<i>Benefit Defined</i>	<i>Network</i>	<i>Out of Network</i>	<i>Network</i>
GENERAL HOSPITAL				
Inpatient Hospital (Semi-Private Room & Board and Ancillary Charges)	Paid in Full		Paid at 80% of R & C after \$200 co-pay for each admission	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.
Emergency Room	Paid in Full after \$25 per visit copay; (waived if admitted)		Paid in Full after \$25 per visit copay; (waived if admitted)	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.
Maternity/Obstetrical Care - Newborn Delivery charges & other services for mother and child	Paid in Full		Paid at 80% of R & C after \$200 co-pay for each admission	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.
Specialty Hospital	Paid in Full		Paid at 80% of R & C after \$200 co-pay for each admission .	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.

PPO Plan			High Deductible Health Plan	
Benefit Defined	Network	Out of Network	Network	Out of Network
GENERAL HOSPITAL (Cont.)				
Mental & Nervous Condition - Inpatient care	Paid in Full	Paid at 80% of R & C after \$200 co-pay for each admission	Member pays 100%, until annual deductible is met.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.
Alcohol Treatment - Inpatient care	Paid in Full	Paid at 80% of R & C after \$200 co-pay for each admission	Member pays 100%, until annual deductible is met.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.
Drug Treatment - Inpatient care	Paid in Full	Paid at 80% of R & C after \$200 co-pay for each admission	Member pays 100%, until annual deductible is met.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.
Accidental Ingestion of a Controlled Drug - Inpatient care	Paid in Full	Paid at 80% of R & C after \$200 co-pay for each admission.	Member pays 100%, until annual deductible is met.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.
OUTPATIENT HOSPITAL				
Surgical Facility, pre-admission testing, kidney dialysis treatment, chemical & radiation therapy	Paid in Full	Paid at 80% of R & C after deductible is met, plus 20% penalty for failure to precertify.	Member pays 100% until annual deductible is met.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.

PPO Plan			High Deductible Health Plan	
Benefit Defined	Network	Out of Network	Network	Out of Network
OUTPATIENT HOSPITAL (Cont.)				
Accident	Paid in Full	Paid at 80% of R & C after deductible is met	Member pays 100% until annual deductible is met.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.
Surgical Expense	Paid in Full	Paid at 80% of R & C after deductible is met.	Member pays 100% until annual deductible is met.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.
Anesthesia Administration	Paid in Full	Paid at 80% of R & C after deductible is met.	Member pays 100% until annual deductible is met.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.
Physician visits (non-surgical) (In hospital)	Paid in Full	Paid at 80% of R & C after deductible is met.	Member pays 100% until annual deductible is met.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.
Physician visits (Home or Office)	Paid in Full after \$15 per visit co-pay.	Paid at 80% of R & C after deductible and \$15 co-pay is met.	Member pays 100% until annual deductible is met.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.

PPO Plan			High Deductible Health Plan	
Benefit Defined	Network	Out of Network	Network	Out of Network
Physician emergency, non-surgical, hospital outpatient care	Paid in Full		Member pays 100% until annual deductible is met.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.
Laboratory and x-ray examination	Paid in Full		Member pays 100% until annual deductible is met.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.
Radiotherapy, Radioisotope, and Chemotherapy	Paid in Full		Member pays 100% until annual deductible is met.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.
Hospice Care Services: Room & Board; Other Services and Supplies; Part time nursing care; Counseling for patient; Bereavement Counseling	Paid in Full for patient who is diagnosed with terminal illness with six months or less to live.	Paid at 80% of R & C after deductible is met for patient who is diagnosed with terminal illness with six months or less to live.	Member pays 100% until annual deductible is met.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.

PPO Plan		High Deductible Health Plan	
Benefit Defined	Network	Network	Out of Network
SPECIAL SERVICES			
Physical, Chiropractic & Occupational Therapy	<p>Paid in full up to 50 combined visits per calendar year for physical, chiropractic, and occupational therapy, after \$15 co-pay per visit. Once 50 visits are exceeded, a treatment plan must be submitted. If medical necessity is determined, the Plan will then provide coverage under the out of network benefit, subject to deductibles and coinsurance.</p>	<p>Paid at 80% of R & C for 50 combined chiropractic, physical and occupational therapy visits per calendar year after deductible and \$15 co-pay per visit is met.</p>	<p>Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.</p>
Prosthetic Appliances and Durable Medical Equipment	<p>Effective July, 2011, no maximum benefit on Durable Medical Equipment. 100% coverage if purchased or rented through the network.</p>	<p>Paid at 80% of R & C after deductible is met.</p>	<p>Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.</p>
AMBULANCE			
Emergency	<p>Paid in Full for emergency transportation, including air ambulance, to and from a hospital.</p>	<p>Paid in Full for emergency transportation, including air ambulance, to and from a hospital.</p>	<p>Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.</p>

PPO Plan			High Deductible Health Plan	
Benefit Defined	Network	Out of Network	Network	Out of Network
AMBULANCE (Cont.)				
	Paid at 80%, after \$250 deductible is met for medical necessity, other than air, to and from a medical facility. Inpatient admission required and subject to \$500 maximum per trip.	Paid at 80%, after \$250 deductible is met for medical necessity, other than air, to and from a medical facility. Inpatient admission required and subject to \$500 maximum per trip.	Member pays 100% until annual deductible is met. Member pays 100% until annual deductible is met up to out of pocket maximum.	
Non-emergency				
GENERAL WELLNESS CARE				
	Paid in full for eight routine examinations per year, includes routine testing, immunizations, hearing and eye examinations.	Paid at 80% of R & C after deductible is met, for eight routine examinations, includes routine testing, immunizations, hearing and eye examinations.	Deductible is waived; Member pays \$0.	After annual deductible is met, member pays 20% up to out of pocket maximum.
Pediatric Care (Birth - 1 yr.)				
	Paid in full for seven routine examinations per year, includes routine testing, immunizations, hearing and eye examinations.	Paid at 80% of R & C after deductible is met, for seven routine examinations, hearing, and eye examinations.	Deductible is waived; Member pays \$0.	After annual deductible is met, member pays 20% up to out of pocket maximum.
Pediatric Care (Ages 1 thru 5)				
	Paid in full for one exam every calendar year.	Paid at 80% of R & C after deductible is met, for one exam every calendar year.	Deductible is waived; Member pays \$0.	After annual deductible is met, member pays 20% up to out of pocket maximum.
Preventative Health Care				

PPO Plan			High Deductible Health Plan	
<i>Benefit Defined</i>	<i>Network</i>	<i>Out of Network</i>	<i>Network</i>	<i>Out of Network</i>
GENERAL WELLNESS CARE (Cont.)				
Routine Immunizations and Injections (shots to prevent disease) Excludes work or travel related expenses or charges.	Paid in full.	Paid at 80% of R & C after deductible and \$15 co-pay is met.	Deductible is waived; Member pays \$0.	After annual deductible is met, member pays 20% up to the out of pocket maximum.
Mammogram	Paid in full for one baseline mammogram per calendar year.	One baseline mammogram per calendar year paid at 80% of R & C after deductible is met.	Deductible is waived; Member pays \$0.	After annual deductible is met, member pays 20% up to the out of pocket maximum.
Eye Exam (Up to age 19)	Paid in full for one exam every year.	Paid at 80% of R & C after deductible is met for one exam every year.	Deductible is waived; Member pays \$0 for one exam every year.	After annual deductible is met, member pays 20% up to the out of pocket maximum.
Eye Exam (Ages 19 through 39)	Paid in full for one exam every two years.	Paid at 80% of R & C after deductible is met for one exam every two years.	Deductible is waived; Member pays \$0 for one exam every two years.	After annual deductible is met, member pays 20% up to the out of pocket maximum.
Eye Exam (Ages 40 and over)	Paid in full for one exam every year.	Paid at 80% of R & C after deductible is met for one exam every year.	Deductible is waived; Member pays \$0 for one exam every year.	After annual deductible is met, member pays 20% up to the out of pocket maximum.
Vision Exam (Related to refractive errors)	Paid in full for one exam every year.	Paid at 80% of R & C after deductible is met for one exam every year.	Deductible is waived; Member pays \$0 for one exam every year.	After annual deductible is met, member pays 20% up to the out of pocket maximum.

PPO Plan			High Deductible Health Plan	
<i>Benefit Defined</i>	<i>Network</i>	<i>Out of Network</i>	<i>Network</i>	<i>Out of Network</i>
GENERAL WELLNESS CARE (Cont.)				
Hearing Exam (Age 6 and older)	Paid in full for one exam every two years.	Paid at 80% of R & C after deductible is met for one exam every two years.	Deductible is waived; Member pays \$0.	After annual deductible is met, member pays 20% up to the out of pocket maximum.
Stress Test	One examination per calendar year paid in full.	Paid at 80% of R & C after deductible is met for one examination per calendar year.	Deductible is waived; Member pays \$0.	After annual deductible is met, member pays 20% up to the out of pocket maximum.
Gynecological Exam/Pap Smear	One examination per calendar year paid in full.	Paid at 80% of R & C after deductible is met for one examination per calendar year.	Deductible is waived; Member pays \$0.	After annual deductible is met, member pays 20% up to the out of pocket maximum.
Electro-Shock Therapy	Paid in full for up to 15 per calendar year.	Paid at 80% of R & C after deductible is met for up to 15 per calendar year.	Member pays 100% until annual deductible is met.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.
Home Health Care	Paid in full for 240 visits, including 80 by Home Health Aide, then 40 additional visits paid at 80% after \$250 deductible.	Paid at 80% of R & C after deductible for 240 visits, including 80 by Home Health Aide.	Member pays 100% until annual deductible is met.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.

PPO Plan		High Deductible Health Plan	
Benefit Defined	Network	Out of Network	
GENERAL WELLNESS CARE (Cont.)			
Outpatient Mental/Nervous (including Drug & Alcohol Outpatient Services)	Paid in full after \$15 co-pay per visit.	Effective October, 2013, paid at 80% of R & C after deductible, with a \$15 co-pay per visit.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.
Walk-In Clinic	Paid in full after \$15 co-pay per visit.	Paid at 80% of R & C after deductible is met.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.
PRESCRIPTION DRUGS			
	Retail - \$3 co-pay for generic; \$7 co-pay for sole source; and \$15 co-pay for brand Mail Order - \$3 co-pay for generic; \$4 co-pay for sole source; and \$7 co-pay for brand.	80% with a minimum of \$3 for generic drugs; \$7 for sole source drugs; and \$15 for brand drugs.	Member pays 100% until annual deductible is met, plus 20% after annual deductible is met up to out of pocket maximum.
DEDUCTIBLES (Calendar Year)			
Excludes expenses not covered, co-pays, penalty payments and co-insurance payments.	Not applicable, unless otherwise noted.	Per individual - \$250; Individual plus one - \$500 (\$250 per individual, not to exceed \$500 total); Family - \$750 (\$250 per individual, not to exceed \$750 total)	\$1,500/\$3,000 through December 31, 2020; \$2,000/\$4,000 effective January 1, 2021

	PPO Plan		High Deductible Health Plan	
	Benefit Defined	Network	Out of Network	Out of Network
MAXIMUM OUT OF POCKET*				
			Individual - \$1,600 per calendar year, Individual plus one - \$3,200 per calendar year (\$1,600 per individual, not to exceed \$3,200 total); Family - \$5,000 per calendar year (\$1,600 per individual, not to exceed \$5,000 total)	
<p>* The following will not count toward the PPO Out-of-Pocket maximum:</p> <p>Premium sharing costs.</p> <p>Expenses under the Prescription Drug Plan.</p> <p>Expenses under the Dental Plan.</p> <p>Expenses under the Vision Plan.</p> <p>Any co-pay of \$25 or under.</p>				
				\$3,000/\$6,000 through December 31, 2020; \$4,000/\$8,000 effective January 1, 2021

BENEFITS IF RESIDING IN AN OUT-OF-NETWORK SERVICE AREA				
Employees, retirees, or eligible dependents who reside, or have covered children residing out-of-state, including college residence, and are not in the Network Service Area will be afforded benefits as follows:				
Deductibles:	Same as applied in out-of-network benefit			
	Individual - \$250; Individual plus one- \$500 (\$250 per individual, not to exceed \$500); Family - \$750 (\$250 per individual, not to exceed \$750)			\$1,500/\$3,000 through December 31, 2020; \$2,000/\$4,000 effective January 1, 2021
Co-pays:	Emergency Room (waived if admitted) - \$25 All other services (same as applied to in-network benefits)			
Benefits:	Benefits defined and paid as in-network.			Benefits defined and paid as in-network.

BENEFITS RESIDING OUT-OF-NETWORK (Cont.)

If you are in a Network Service Area but choose to go to an out-of-network provider, you shall be afforded benefits at the out-of-network benefit rate.

For purposes of this provision, one is considered to be out of the Network Service Area if there is not a general hospital that is in-network within a twenty-five (25) mile radius of one's place of residence, as measured by straight line on a geographic map, not actual road travel distance.

If you are traveling or vacationing out of state and require Emergency Room treatment for a medical emergency, you will be afforded benefits as applied in network.

LIFETIME MAXIMUM BENEFITS

Unlimited	Unlimited	Unlimited
-----------	-----------	-----------

GENERAL PLAN PROVISIONS

The plan has been amended for the definition of physician services to include Naturopaths and Acupuncturists as providers.

Office visits provided by Naturopathic physicians and Acupuncturists will be covered. Ancillary charges, i.e., nutritional supplements, supplies, etc., are excluded.

Payment for any use of any non-network health provider will be made in accordance with the Plan's covered services and reasonable and customary charges. The Town will only accept provider bills for up to the 90th percentile of the reasonable and customary charges. Any charges required by the provider beyond that amount are your responsibility.

Payment for any use of a non-network prescription drug provider will only be made in accordance with the Prescription Drug Plan provisions. In general, this means that you will pay 100% of the claim and submit the bill to the third party administrator (currently Zenith American Solutions) for reimbursement. The Plan administrator will reimburse you 80% of the bill after allowable co-pays.

Covered maximums up to a certain number of days/visits per calendar year are reached by combining in-network and out-of-network benefits up to a limit shown. (Example, if an in-network benefit is for 60 days and out-of-network benefit is for 60 days, the maximum benefit is 60 days, not 120 days.)

SUBROGATION

The Town has the right to any payment received for expenses covered under the Plan.

Note: This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As the Town receives additional guidance and clarification on the new health care reform laws, we may be required to make additional changes to this summary of benefits.

April, 2014

Revised: May, 2019

Town of West Hartford – Group # 4121
Delta Dental Premier®
Fire

Calendar Year Deductible

- Per Person \$50
- Family Aggregated Maximum \$150

Preventive & Diagnostic (No Deductible)

- Exams, Cleanings, Bitewing X-Rays (2 per calendar year per person)
- X-rays, full mouth series or panoramic (1 per 3 years)
- Fluoride Treatment (2 per calendar year for children to age 19)
- Sealants (To age 16) & Space Maintainers (To age 14)

Plan Pays:
100%

Remaining Basic (After Deductible)

- Fillings, Extractions, Root Canals (Endodontics)
- Periodontal, Oral Surgery
- Repair of Dentures & Removable Prosthodontics

80%

Crowns & Prosthodontics (After Deductible)

- Crowns, Inlay & Gold Restorations
- Bridgework, Full & Partial Dentures

Not a
Benefit

Calendar Year Maximum (Per Person)

\$1,500

Dependent children are covered to age 19 (25 if enrolled as a full-time student in an accredited school or university).

Delta Dental has over 5,200 participating dental offices in Connecticut and 351,000 participating offices nationwide. You may use any fully licensed dentist under this plan. Participating dentists will be paid directly by Delta Dental for covered services. Non-participating dentists will bill you directly, and Delta Dental may make claim payment directly to you. You will maximize benefits and reduce paperwork by using a Delta Dental participating dentist.

If you do not have a dentist, you may obtain a current listing of participating dentists in any area, by calling 1-800 DELTA OK (1-800-335-8265). Provide your zip code to the representative and a directory for that area will be mailed to your home. If you have Internet access, you may also visit our website at deltadentalct.com to locate participating dentists.

At the time of your first appointment, tell the dentist that you are covered under this program and provide your group number and ID number. Your dependents, if covered, should provide the employee's ID number.

Claim questions and other information needs should be directed to Delta Dental's customer service department at 1-800-452-9310.

This overview contains a general description of your dental care program for your use as a convenient reference. Complete details of your program appear in the group contract between your plan sponsor and Delta Dental of New Jersey, Inc. which governs the benefits and operation of your program. In CT, Delta Dental of Connecticut writes dental coverage on an insured basis and Delta Dental of New Jersey administers self-funded dental benefit programs. The group contract would control if there should be any inconsistency or difference between its provisions and the information in this overview.

EXHIBIT D



Worker's Compensation Payment Work Sheet

Name
Department: Fire
Date: 6/14/02

Date of Accident 06/02/2002
 Payroll Start Date 06/20/2002
 Bi-Weekly Statutory Amount \$ 1,697.46

Part I

Worker's Compensation Filing Status & Exemption Form

Single	
Married	X
Head of Household	
Number of Exemptions	4

Part II

Gross Biweekly Wages per Union Contract-Retro Amd \$ 2,341.00

(Based on Worker's Comp Filing Status)

Federal Withholding	221.80
Connecticut Withholding	67.34
Social Security	
Medicare	
Sub-Total-Net Pay	\$ <u>2,051.86</u>

New Biweekly \$ 2,051.86

	Biweekly	Weekly
(A) Non-Taxable Gross Wages	\$ <u>1,697.46</u>	\$ <u>848.73</u>
(B) Taxable Gross Wages	\$ <u>354.40</u>	\$ <u>177.20</u>



EXHIBIT D



Date of Accident 06/02/2002
 Payroll Start Date 06/20/2002
 Bi-Wkly Statutory Amt \$ 1,252.38

Normal Gross Check \$ 1,846.00

Earnings While on Wor

\$ 1,252.38
 \$ 376.67
 Total \$ 1,629.05

Gross Wages: \$ 1,846.00

Gross Wages \$ 1,846.00
 IRS Filing Status \$ 216.95
 Workers C \$ 1,629.05

Federal & State Withholdings: Payroll Declaration
 Federal Withholding \$ 159.11
 Connecticut Withholding \$ 57.21
 Social Security
 Medicare \$ 26.05
 Total Taxable Withholdings \$ 242.37

IRS Filing Status
 \$ 164.69
 \$ 25.49
 \$ 26.77
 \$ 216.95

Federal & State Withho
 Federal Withholding \$ -
 Connecticut Withholding \$ -
 Social Security
 Medicare \$ 4.75
 Total Taxable Withholdings \$ 4.75

Non-Taxable Deductions:
 Deferred Comp \$ 200.00
 Retirement Plan C \$ 36.92
 Retirement Survivorship 1% \$ 18.46
 Dependent Care \$ -
 Medical Section 125 \$ -
 Health Prem @ 15%-Ind +1 \$ 49.70
 Total Non-Taxable Deductions: \$ 305.08

\$ 200.00
 \$ 36.92
 \$ 18.46
 \$ -
 \$ -
 \$ 49.70
 \$ -
 \$ 305.08

Deductions:
 Deferred Comp \$ 200.00
 Retirement Plan C \$ 32.58
 Retirement Survivorship 1% \$ 16.29
 Dependent Care
 Medical Section 125
 Health Prem @ 15%-Family \$ 48.87
 Credit Union
 Union Dues \$ 43.52
 Total Deductions \$ 341.26

Taxable Deductions:
 Credit Union
 Union Dues \$ 43.52
 Total Taxable Deductions \$ 43.52

\$ -
 \$ 43.52
 \$ 43.52

Net Pay: \$ 1,255.03 \$ 1,280.45 Net Pay: \$ 1,283.04



EXHIBIT D

Date of Accident 06/02/2002
Payroll Start Date 06/20/2002

Bi-Wkly Statutory Amt \$ 1,697.46

Normal Gross Check \$ 2,341.00

Gross Wages \$ 2,341.00

Earnings While on Workers Compensation

\$ 1,697.46
\$ 354.40
Total \$ 2,051.86

Gross Wages \$ 2,341.00
IRS Filing Status \$ 289.14
Workers Comp Gross Wages \$ 2,051.86

Federal & State Withholdings:
Payroll Declaration
Federal Withholding \$ 191.18
Connecticut Withholding \$ 97.75
Social Security
Medicare
Total Taxable Withholdings \$ 288.93

IRS Filing Status
\$ 221.80
\$ 67.34
\$ 289.14

Federal & State Withholdings:

Federal Withholding \$ -
Connecticut Withholding \$ -
Social Security
Medicare
Total Taxable Withholdings \$ -

Non-Taxable Deductions:
Deferred Comp \$ 150.00
Retirement Plan C \$ 46.82
Retirement Survivorship 1% \$ 23.41
Dependent Care \$ 192.31
Medical Section 125 \$ 7.69
Health Prem (at 15% Family) \$ 65.92
Total Non-Taxable Deductions \$ 486.15

Deductions:

Deferred Comp \$ 150.00
Retirement Plan C \$ 46.82
Retirement Survivorship 1% \$ 23.41
Dependent Care \$ 192.31
Medical Section 125 \$ 7.69
Health Prem (at 15% Family) \$ 65.92
Credit Union \$ 601.00
Union Dues \$ 43.52

Taxable Deductions:
Credit Union \$ 601.00
Union Dues \$ 43.52
Total Taxable Deductions \$ 644.52

Total Deductions \$ 1,117.64

Net Pay: \$ 921.40

Net Pay: \$ 934.22



EXHIBIT D

Worker's Compensation Payment Work Sheet

Name
Department: Fire
Date: 6/14/02

Date of Accident	06/02/2002
Payroll Start Date	06/20/2002
Bi-Weekly Statutory Amount	\$ 1,252.38

Part I

Worker's Compensation Filing Status & Exemption Form

Single	
Married	X
Head of Household	
Number of Exemptions	3

Part II

Gross Biweekly Wages per Union Contract-Retro Amt \$ 1,846.00

(Based on Worker's Comp Filing Status)

Federal Withholding	164.69
Connecticut Withholding	25.49
Social Security	
Medicare	26.77

Sub-Total-Net Pay \$ 1,629.05

Net Biweekly \$ 1,629.05

	Biweekly	Weekly
(A) Non-Taxable Gross Wages	\$ 1,252.38	\$ 626.19
(B) Taxable Gross Wages	\$ 376.67	\$ 188.34

EXHIBIT E

Fire Prevention Inspector Position

1. The Town and Union agree that the Fire Prevention Inspector position shall be compensated within the Apparatus Operator pay range.
2. The Fire Prevention Inspector shall be a uniformed, investigatory position and the incumbent shall maintain all necessary Firefighter certifications, at Town expense.
3. The Town agrees that the first Recruitments after this agreement is signed, shall be a Promotional Recruitment. For subsequent recruitment efforts, if the number of eligible candidates is less than 3, the recruitment may be open and competitive at the discretion of the Town.
4. The incumbent shall work a 40-hour workweek in accordance with Article XII, Section 12.2 of the union contract.
5. Holidays (as specified in Article V, Section 5.2) shall be taken as paid time off as they occur throughout the year. No additional lump sum payment shall be provided to compensate for holidays.
6. Vacation leave shall accrue in accordance with Article VI, Section 6.1a. Each day of vacation leave shall equal eight (8) hours.
7. Sick leave shall be in accordance with Article VII, except that upon retirement, and for the purposes of calculating pension benefits *only*, the number of sick days shall be multiplied by twelve (12) and multiplied by the employee's biweekly rate divided by eighty-four (84) as follows:
$$(\text{calculated sick days}) \times (12) \times (\text{biweekly rate}/84)$$

For all other purposes one day of sick leave shall equal eight (8) hours.
8. Overtime shall be compensated at time and a half and in accordance with the Fair Labor Standards Act.
9. The Town agrees not to employ part-time inspectors in the fire prevention area.

Fire Captain Training

1. The Fire Captain Training shall be a uniformed position and the incumbent shall maintain all necessary Firefighter certifications and officer certifications, at Town expense.
2. The Town and the Union agree that if the recruitment for Fire Captain Training results in an Incomplete Certification of an eligible list, the Appointing Authority may request the position be posted at the Lieutenant Level with the following agreement:
The appointed candidate shall be promoted after two (2) years to Fire Captain Training and will have attained all necessary qualifications, at Town Expense.
If the appointed candidate was on the Incomplete Certification Eligible List, they will be appointed as a Fire Captain Training.
3. The incumbent shall work a 40 hour workweek in accordance with Article XII, Section 12.2 of the union contract. The usual workweek will be Monday-Friday, 8am-5pm.

Changes to the workweek schedule are allowed with a two week notice to the Fire Captain Training.

4. Holidays (as specified in Article V, Section 5.2) shall be taken as paid time off as they occur throughout the year. No additional lump sum payment shall be provided to compensate for holidays.
5. Vacation leave shall accrue in accordance with Article VI, Section 6.1a. Each day of vacation leave shall equal eight (8) hours.
6. Sick leave shall be in accordance with Article VII, except that upon retirement, and for the purposes of calculating pension benefits *only*, the number of sick days shall be multiplied by twelve (12) and multiplied by the employee's biweekly rate divided by eighty-four (84) as follows:
$$(\text{calculated sick days}) \times (12) \times (\text{biweekly rate}/84)$$

For all other purposes one day of sick leave shall equal eight (8) hours.
7. Overtime shall be compensated at time and a half and in accordance with the Fair Labor Standards Act.

EXHIBIT F

Retiree Insurance

In conjunction with the 1985 – 1988 collective bargaining agreement between the Town of West Hartford and Local 1241, IAFF, the parties agree that the following hypothetical example shall serve as a guide in the interpretation of Article VIII, Section 8.3 (b)(1).

Firefighter A retires on December 30, 1987 after 15 years of service. On July 1, 1988, the cost of the Town's health insurance plan is \$300 per month for families, and \$100 per month for individuals. Firefighter A is married and has dependent children. The Town pays \$300 per month toward Firefighter A's coverage, and Firefighter A pays any additional cost, until such time as the total premium equals or exceeds \$400. Thereafter, the Town pays 75% of the total cost, and Firefighter A pays the rest.

In the event Firefighter A's status changes from family to individual, costs will be apportioned as if he had always been in that status (i.e., the Town pays \$100 per month until the cost exceeds \$133.33, and 75% of the total cost thereafter). If his status had changed from individual to family, the same principles would apply in reverse.

Firefighter B also retires on December 30, 1987, but has served only 10 years. The same principles apply as in the case of Firefighter A, except the applicable percentage is 50%. That is the Town's contribution is frozen at the level of \$300 per month (\$100 if individual), until the total cost reaches \$600 per month (\$200 is individual). Thereafter the total cost is split 50-50.

Firefighter C retires after less than 10 years of service. He is not eligible for retiree insurance coverage.

Firefighter D retires after more than 20 years of service. He is eligible for full retiree insurance coverage, with the entire cost paid by the town.

In witness whereof, the parties have caused their duly authorized representatives to affix their signatures this 16th day of June, 1989.

TOWN OF WEST HARTFORD

LOCAL 1241, IAFF

/s/ Robert R. McCue

/s/ Brian Tierney

EXHIBIT G

TOWN OF WEST HARTFORD FIRE DEPARTMENT

HAZMAT EXAMS

New Applicant's Name _____

Date of Hazmat Exam: _____

Standard Requirements	Medical	Requirement completed...Please initial	
History & Physical Exam		Vision	
Chemistry w/lipid profile (Chem 24, Lipid profile)			
Pulmonary Function Test			
X-ray Chest (2 views)			
EKG Screening			
Urinalysis			

- ☐ The above named applicant is cleared for hazardous materials response without restriction.
- ☐ The above named applicant is not cleared for hazardous materials response pending further evaluation and/or treatment.
- ☐ The above named applicant is not cleared for hazardous materials response.

Hazmat Physical was completed and approved by:

Dr. _____ at _____

Date faxed to employer: _____ (860-561-8922)

Date mailed to employer: _____

EPA recommendations and recognized medical laboratory results will be the basis for the Hartford Medical Group staff. Based on these results, the attending staff will approve the candidate for HAZMAT response. If a candidate is not approved, the department will receive a statement of "not approved for HAZMAT Team response". The candidate can contact the Hartford Medical Group to confer with the physician or his/her designee for the results and measures to correct any medical issues.

In the matter of Town of West Hartford and Local 1241, IAFF, AFL-CIO

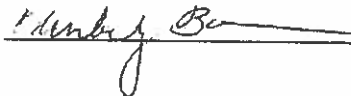
The union agrees to withdraw without prejudice MPP-29431 and MPP-29432 and enter into negotiations (beginning within thirty days) with the Town relating to disaster preparedness and response. If the parties reach an impasse on these negotiations, the parties further agree to address disaster preparedness and response as part of the contract negotiations for the successor agreement to the 2004-2010 contract (modified by the Memorandum of Understanding dated April 9, 2009).

For the Union



Date 10-6-11

For the Town



Date 10-6-11

**MEMORANDUM OF UNDERSTANDING
BETWEEN
I.A.F.F. LOCAL 1241 AND THE TOWN OF WEST HARTFORD**

In clarifying Article XXV, Section 25.11 of the Collective Bargaining Agreement, the Town and the Union agree to the following:

When Department members who are Hazardous Materials Technicians are scheduled for physicals for OSHA compliance, they will attain the physical in one of two possible manners.

- **While on a regularly scheduled day off, being compensated in accordance with the overtime provisions of the CBA or;**
- **During the member's regularly scheduled work shift, in an off the line status, with their position being covered with overtime during the time that the physical is being administered.**

For Local 1241 *Paul D. Dill* Date 1/11/06

For the Town *William H. Beato* Date 1-11-06



Memorandum of Understanding
Between
The Town of West Hartford
And
West Hartford Fire Fighters Association
I.A.F.F. Local 1241

The Town of West Hartford (the Town) and West Hartford Fire Fighters Association I.A.F.F. Local 1241 (the Union) agree to the following:

- Probationary job performance requirement (JPR) sheets are a useful training tool to be used, once promoted to a new rank/classification, during the employee's probationary period only.
- The JPR sheets allow the employee, his/her supervisor, the Training Captain and the Fire Chief to track the employee's progress throughout the probationary period.
- The responsibility for completing the JPR sheets lies with the promoted employee's supervisor, the Training division, and ultimately with the Fire Department Administration.
- Probationary JPR sheets shall be used as a training tool only. Failure to complete the probationary JPR sheets or any part thereof shall not be cause for discipline of any kind of the promoted employee, including but not limited to demotion, termination, or withholding of scheduled payroll step increases.

For the Union:



Date:

March 11, 2010

For the Town:

Date:

3-11-2010

MEMORANDUM OF UNDERSTANDING

In conjunction with the negotiations leading to the 1988-1991 collective bargaining agreement between the Town of West Hartford and IAFF Local 1241, the following understanding has been reached:

The parties recognize that smoking policies applicable to bargaining unit employees are a mandatory subject of bargaining. However, the Union will raise no objection if the Town establishes a requirement that new employees hired on or after July 1, 1989 shall refrain from smoking at any time as a condition of employment, provided the contractual requirement of just cause for discipline is applicable to cases of smoking, including:

- (1) corrective measures (such as smoking cessation programs) shall, when deemed necessary, be offered prior to taking disciplinary action;
- (2) any discipline shall be consistently applied and corrective in nature; and
- (3) any disciplinary decision shall take into account factors such as the nature of the offense, the record of the employee, etc.
- (4) Any discipline policy to be implemented regarding smoking shall first be discussed with the Union and negotiated when appropriate.

The Town retains its contractual rights with respect to probationary employees.

In witness whereof, the parties have caused their duly authorized representatives to affix their signatures this 16th day of June 1989.

TOWN OF WEST HARTFORD

LOCAL 1241, IAFF

By Robert R. McE

By Brian P. Tursing

Chief of Department and Executive Board of Local 1241
Joint Agreement

April 17, 1989

To: All members of the West Hartford Fire Department
From: Chief Michael Parker and the Executive Board of Local 1241
Subject: Physical Fitness Program

Approximately one year ago during negotiations, a height and weight standard for fire fighters was proposed by the previous Chief. It was identified by the Town as one of their top priorities early on in negotiations. The Union was obviously opposed to any such proposal. When Chief Parker began to participate in negotiations, several items from the Town and the Union were taken off the table and designated to the Chief's office for further discussion in the hope that they could be resolved and that a negotiated agreement could be reached on them. This letter is a result of those discussions and resolves the height and weight standard proposal submitted during negotiations.

Chief Parker agreed that the height and weight standard proposed was not acceptable, and further agreed that height and weight standards as a whole do not necessarily guarantee a degree of physical fitness. However, he felt that some accountability or evaluation system should be established to insure that all members of the department are complying with, and benefiting from, the present physical fitness program. This created problems because the program does not establish a minimum level or standard which is considered mandatory, and also it was agreed upon in the physical fitness program that at no time under the agreement will any testing be initiated. After much discussion, and agreement on the key issue that all members participate to some degree in the program, it was decided that a joint letter to the membership be written to re-emphasize the responsibility to participate in the physical fitness program and the advantages of doing so.

In 1984, a physical fitness committee was established to create a physical fitness program within the Fire Department. This program was to include an inservice physical exercise program. After many hours of work by a joint committee consisting of two members of Local 1241 and two members appointed by the Chief, a physical fitness program was established. Specific details and requirements of the program are contained in SOP-053-1.

As stated in the agreement, all uniformed personnel shall take part in the physical fitness program. It was also agreed upon that the program will be conducted for a minimum of thirty minutes, each tour of duty. The agreement required the Town to purchase a Universal Power Pak 300 with all Universal accessories, a stationary bicycle, and a rowing machine for each fire station.

A list of recommended exercises was suggested, but no specific exercises were mandated.

The stated objective of the program is to 1) physically prepare a person to perform in a efficient manner for their own well being, 2) to enable personnel to perform rigorous tasks safely in an effort to avoid personal injury, and 3) to aid in reduction of lost man hours. It should be emphasized that it is in the employees best interest to remain in good physical condition due to the physically demanding nature of the job.

While overall participation in the physical fitness program has been very good throughout the department, it is safe to say that some members must make a greater effort to participate in the program on a regular basis.

The Chief and the Union have agreed that all members of the department should spend ten to fifteen minutes doing the flexibility/stretching exercises (see pages 7,8,9, of SOP 053-1) and ten minutes doing cardiovascular/endurance exercises such as the stationary bicycle or the rowing machine. The flexibility/stretching exercises should significantly reduce the possibility of muscle strains, back injuries, sprains, etc. The cardiovascular endurance exercises will have the obvious effect of strengthening the heart muscle and increasing the endurance of the firefighters, thus reducing injuries that often occur when a firefighter becomes fatigued at the scene of an emergency.

Any members currently using the Universal Power Pak 300, or the free weights for strengthening exercises are encouraged to continue to do so. The stretching and cardiovascular exercises are capable of being done by everyone and are considered the minimum that department members should do.

William L. H.
May 26, 1987

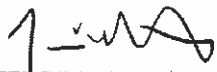
Edward J. T.
May 26, 1987

**MEMORANDUM OF UNDERSTANDING
BETWEEN
I.A.F.F. LOCAL 1241 AND THE TOWN OF WEST HARTFORD**

Local 1241 and the Town of West Hartford have entered into this agreement in order to achieve and maintain compliance with OSHA Standard 1910.134 (Respiratory Protection), effective date 04/08/1998. The Town shall choose a Primary Licensed Health Care Provider (PLHCP) to administer the required evaluations/examinations called for by the Standard and in conformity with the following.

1. Every three years, or as indicated by the physician, each employee who is required to wear a self-contained breathing apparatus (SCBA), shall complete the OSHA Respirator Medical Evaluation Questionnaire 1910.134 App. C (attached). For the purposes of the Medical Evaluation section of the Standard, only Part A of the questionnaire will be used and only a positive response to any question among questions 1 through 8 and/or 10 through 15 in Section 2, Part A of the questionnaire will be cause for further evaluation to determine the need for a follow up medical examination.
2. A follow up medical evaluation will consist of a physical examination limited to that which is necessary to determining the employee's fitness for respirator use.
3. An employee shall be allowed to use their own physician rather than the PLHCP selected by the Town, to perform the physical examination should one be deemed necessary. The costs of such examination shall be paid for by the Town and shall not be charged against the employee's health care coverage.
4. If, through the physical examination process, the employee is determined to be unfit for respirator use, the physical examination process will be repeated until the employee is determined to be fit to wear a respirator.
5. Any member who is determined to be unfit for respirator use will have no disciplinary action taken against them as a result of that finding.
6. Any member who is determined to be unfit for respirator use will be temporarily assigned to another Fire Department function (that does not require respirator use) until he/she is deemed fit for respirator use.
7. Such temporary assignment shall be for the purposes of this agreement only.
8. Should the employees inability to use a respirator become permanent, the Town and the Union will discuss the impact of the individuals employment, with the Town on a case by case basis

For Local 1241



Date

1/28/2008

For the Town



Date

1-28-08



2-11-14
CH

Memorandum of Understanding
Between
The Town of West Hartford
And
West Hartford Fire Fighters Association
I.A.F.F. Local 1241

As it pertains to the implementation of the revised Fire Captain job description, the Union and the Town agree to the following;

- The Town shall utilize the current Fire Captain promotional list to fill the Fire Captain and Captain of Training vacancies. Subsequent testing for the two positions shall be handled through one testing process.
- In the event that the Captain of Training position can not be filled off the Fire Captain promotional list, testing for the position shall continue in accordance with Exhibit E of the Collective Bargaining Agreement. For the purpose of satisfying Exhibit E, the creation and maintenance of a Lieutenant level recruitment shall be accomplished by the Town adding the appropriate subject matter to the Lieutenant testing process in the same fashion as will be done with the Fire Captain testing process. The intent of this change is to always have a Lieutenant level promotion list in place to hire off of if the position can not be filled at the Fire Captain level.
- Any Captain of Training that is hired off the Fire Captain promotional list, shall have the first right of refusal to fill a Fire Captain vacancy.
- In the event that a Captain of Training is hired via a Lieutenant level recruitment, he/she shall have no claim or option to fill a Fire Captain vacancy, but rather shall have the first right of refusal to fill a Fire Lieutenant vacancy. If said individual had fulfilled the requirements (2 years of service and attainment of necessary qualifications) in Exhibit E to be promoted to Captain of Training, and then chooses to fill a Fire Lieutenant vacancy, his/her current rate of pay prior to filling the vacancy shall be frozen until the Fire Lieutenant rate of pay exceeds the frozen rate.
- The Captain of Training may work as a company officer in an overtime capacity on night and weekend tours of duty. Compensation for company officer line overtime shall be straight time in accordance with FLSA.
- For the purpose meeting the minimum qualifications for Fire Captain or Fire Battalion Chief, only time spent as an assigned company officer shall qualify for those individuals that were promoted to Captain of Training via a Lieutenant level recruitment. Overtime

worked as a company officer when assigned as the Captain of Training shall not count toward meeting the minimum qualifications for Fire Captain or Fire Battalion Chief.

- The Captain of Training shall have the ability to flex his/her schedule depending on the needed training delivery priorities and objectives, with prior approval of the Fire Chief or his/her designee.
- The Captain of Training shall have the option to schedule or accept a detail to a company officer assignment in the event that a subject matter expert is needed for specific training objectives with a defined timeline. If the Captain of Training declines such option, said decision shall have no impact on the ability of the Town to detail a subject matter expert into training, consistent with the provisions of the Collective Bargaining Agreement.

For the Union: ICU



For the Town: Leticia Brown

Date: 2-11-14

Date: 2-11-2014